

ADDENDUM NO.1
2026 Street Improvements

City of Hartford, Alabama

Addendum No. 1 incorporates changes to the Bidding Documents that must be addressed in preparing and submitting a Bid for this work and shall be included in any agreement for construction of the proposed work.

ITEM NO.	DESCRIPTION
1 - Advertisement for Bids	Replace page AFB-1 with the attached.

END OF ADDENDUM NO.1

David R. Grantham, P.E.
August 5, 2026

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO.1

Signature

Date

Addendum No.1 is being emailed to all plan holders of record.



8/5/26

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of **2026 STREET IMPROVEMENTS** will be received by The City of Hartford, at the City Hall, until 11:00 a.m., local time, Tuesday, September 1, 2026, then at said location publicly opened and read aloud. Bids received after the designated time will not be considered.

Principal items of work include road resurfacing with principal items of work including but not limited to milling approximately 6,980 square yards of asphalt paving and resurfacing approximately 48,640 square yards of asphalt paving; replacing pavement markings; shoulder grading; and associated appurtenances.

All work shall be completed within 45 consecutive calendar days.

Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, and other Contract Documents may be examined during normal business hours at the office of the following:

City Clerk's Office
City of Hartford
203 West Main Street
Hartford, Alabama 36344
(334) 588-2245

Copies of the Bidding Documents are available in accordance with the INFORMATION FOR BIDDERS and may be obtained at the office of the ENGINEER, Driskell Engineering, Inc., 5210 Judge Logue Road, Newton, Alabama 36352 (334)692-4330, upon prior payment of a non-refundable copy fee in the sum of one hundred dollars (\$100.00) for each set of documents. Only complete sets of the Contract Documents will be issued. All checks for copies of the Bidding Documents shall be made payable to Driskell Engineering, Inc. Electronic copies are available free of charge by email request at bids@driskellengineeringinc.com.

The OWNER reserves the right to reject any or all bids and to waive any informalities.

Each BIDDER must deposit with his BID, security in the amount, form, and subject to the conditions provided in the Information for Bidders. A performance BOND and a payment BOND each in the amount of one hundred (100) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required from the CONTRACTOR for the faithful performance and payment of all obligations under the Contract Documents. Electronic or facsimile bids will not be accepted.

Each BIDDER must be licensed as a Contractor in the State of Alabama in accordance with provisions of Chapter 8 of Title 34 of the Code of Alabama, and must submit with his bid satisfactory evidence of such license. BIDDERS will not be required to prequalify.

This project is being funded by the Rebuild Alabama Act Annual Grant Program.

All BIDDERS must comply with the requirements of the Contractor's Licensing Law of the State of Alabama and be certified for the type of work for which a proposal is submitted. The submission of the BIDDER'S current State of Alabama license number will be required before his/her bid will be received or considered.

NO BIDDER may withdraw his BID within 60 days after actual date of opening thereof.

CITY OF HARTFORD
JEANNA BRANNON, MAYOR
Date: August 5, 2026

PROJECT MANUAL
FOR CONSTRUCTION OF

2026 STREET IMPROVEMENTS

FOR THE

CITY OF HARTFORD, ALABAMA

Funded by 2026 Rebuild Alabama Annual Grant

August 2026

CITY OF HARTFORD, ALABAMA

Mayor: Jeanna Brannon

Council: Stanley Tindell
Ted Thompson
Brandon Watford
Rich Brannon
Dustin Jones

City Clerk: Melissa Rosser

Superintendent: Patrick Fondren



David R. Grantham
8/4/26

ENGINEER

DRISKELL ENGINEERING, INC.

5210 Judge Logue Road
Newton, Alabama 36352
334-692-4330 office

bids@driskellengineeringinc.com

Alabama Certificate of Authorization No. CA-3619-E
Ronnie D. Driskell, P.E., Alabama License No. 20072

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David R. Grantham
8/4/26

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of **2026 STREET IMPROVEMENTS** will be received by The City of Hartford, at the City Hall, until 11:30 a.m., local time, Thursday, August 13, 2026, then at said location publicly opened and read aloud. Bids received after the designated time will not be considered.

Principal items of work include road resurfacing with principal items of work including but not limited to milling approximately 6,980 square yards of asphalt paving and resurfacing approximately 48,640 square yards of asphalt paving; replacing pavement markings; shoulder grading; and associated appurtenances.

All work shall be completed within 45 consecutive calendar days.

Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, and other Contract Documents may be examined during normal business hours at the office of the following:

City Clerk's Office
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203 West Main Street
Hartford, Alabama 36344
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The OWNER reserves the right to reject any or all bids and to waive any informalities.

Each BIDDER must deposit with his BID, security in the amount, form, and subject to the conditions provided in the Information for Bidders. A performance BOND and a payment BOND each in the amount of one hundred (100) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required from the CONTRACTOR for the faithful performance and payment of all obligations under the Contract Documents. Electronic or facsimile bids will not be accepted.

Each BIDDER must be licensed as a Contractor in the State of Alabama in accordance with provisions of Chapter 8 of Title 34 of the Code of Alabama, and must submit with his bid satisfactory evidence of such license. BIDDERS will not be required to prequalify.

This project is being funded by the Rebuild Alabama Act Annual Grant Program.

All BIDDERS must comply with the requirements of the Contractor's Licensing Law of the State of Alabama and be certified for the type of work for which a proposal is submitted. The submission of the BIDDER'S current State of Alabama license number will be required before his/her bid will be received or considered.

NO BIDDER may withdraw his BID within 60 days after actual date of opening thereof.

CITY OF HARTFORD
JEANNA BRANNON, MAYOR
Date: July 29, 2026

INFORMATION FOR BIDDERS

1. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. In case of discrepancy in a BID, word shall govern over figures, and unit prices shall govern over math extensions. One copy of the required BID FORMS and SCHEDULES is included herein. Only one copy of the BID FORM and, as necessary, additional supporting data or documents is required for submission of BID. DO NOT SUBMIT THE PROJECT MANUAL OR DRAWINGS WITH BID.
2. All Bidders must be properly licensed contractors at the time of submitting bids in accordance with the provisions of Chapter 8, Title 34 of the Code of Alabama, and must indicate their current license number on the outside of the sealed envelope containing their Bid.
3. BIDS must be submitted in an opaque sealed submittal designated on the outside as:

SEALED BID FOR **"2026 STREET IMPROVEMENTS"**
SUBMITTED BY: (NAME OF BIDDER)
CURRENT CONTRACTOR'S LICENSE NO: (LICENSE NO.)

Addressed to: CITY OF HARTFORD
203 WEST MAIN STREET
HARTFORD, AL 36344

4. BIDS submitted by mail must be registered.
5. Bid Security: Each BIDDER must deposit with his BID, as Bid Security, a Cashier's Check drawn on an Alabama bank or a BID BOND executed by a surety company duly authorized and qualified to make bonds in the state of Alabama. The Bid Security should be payable to the OWNER in an amount not less than five percent (5%) of the total amount of the BID, up to a maximum of \$10,000.00.
6. The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
7. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.
8. Upon request, the OWNER will provide BIDDERS, prior to BIDDING, all available pertinent information, which delineates and describes, the land owned and rights-of-way acquired or to be acquired and available access to property.

9. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
10. A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred (100) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER will be required for the faithful performance of the contract.
11. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
12. Before award is made to a BIDDER not a resident of the State where the Project is located, such BIDDER shall designate a proper agent in the State where the Project is located on whom service can be made in the event of litigation.
13. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.
14. The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
15. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of each party.
16. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
17. A conditional or qualified BID will not be accepted.
18. Award will be made to the lowest responsive, responsible BIDDER, as described in the BID section of these documents.
19. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.
20. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

21. It is the intent of the CONTRACT DOCUMENTS that the BIDDER, to whom the CONTRACT is awarded, shall perform the WORK of the project as BID, including the purchase of materials and equipment and furnish the labor necessary to incorporate the materials and equipment in construction. Further, that the use of services of SUBCONTRACTORS shall be considered by the OWNER only for those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
22. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.
23. The ENGINEER is Driskell Engineering, Inc. His physical address is 5210 Judge Logue Road, Newton, Alabama 36352; mailing address is 5210 Judge Logue Road, Newton, Alabama 36352; phone (334) 692-4330.

(Failure to furnish all requested data will be cause for considering BIDDER nonresponsive and may render this BID invalid on that basis.)

BID
For the Construction of
2026 STREET IMPROVEMENTS
HARTFORD, ALABAMA

SUBMITTED TO: THE CITY OF HARTFORD, ALABAMA hereinafter called OWNER.

1. THE UNDERSIGNED

Hereinafter called BIDDER, in compliance with your ADVERTISEMENT FOR BIDS, accepting _____ all of the terms and conditions of the Information for Bidders, including without limitation those dealing with the disposition of Bid Security, proposes and agrees, if awarded the Contract, to enter into an Agreement with OWNER in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this BID, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the OWNER, for the amounts contained in the BID SCHEDULES.

2. This BID will remain open for Sixty (60) days after the day of BID opening. If awarded a Contract, BIDDER will sign the Agreement and submit the Contract Security and other Documents required by the Contract Documents within Ten (10) days after the date indicated in OWNER'S NOTICE OF AWARD.

3. In submitting this BID, BIDDER represents that:

- (a) BIDDER has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract which will be executed for the Work;
- (b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary;
- (c) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from BIDDING; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.
- (d) That no member of the Council or other officers or employees of said OWNER is interested directly or indirectly in the BID or in any portion of the BID nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such BID.

4. CONTRACT TIME

4.1. BIDDER agrees that:

- (a) All work will be substantially completed within THIRTY (30) consecutive calendar days from the date when the CONTRACT TIME commences to run as indicated in the NOTICE TO PROCEED.

- (b) All work will be completed within FORTY FIVE (45) calendar days from the date when the CONTRACT TIME commences to run as indicated in the NOTICE TO PROCEED.
- (c) If awarded a contract, to perform on the Site and with his own organization, work equivalent to at least FIFTY (50) PERCENT of the total amount of the work to be performed under the CONTRACTOR. If during the progress of the work hereunder, the CONTRACTOR requests an adjustment of such percentage and the ENGINEER determines that it would be to the OWNER's advantage, the percentage of the work required to be performed by the CONTRACTOR's organization may be adjusted; PROVIDED prior written approval of such adjustment is obtained from the ENGINEER.
- (d) He will commence work with an adequate force and equipment at the time stated in the NOTICE TO PROCEED, and complete all work in the number of days stipulated from the date stated in said notice. The Contractor shall be allowed to work daylight hours on normal weekdays. Any weekend, holiday, or night work shall require a 48-hour notice and approval by the OWNER.
- (e) That the quantities of the work listed in the Bid Schedule are approximate and are assumed solely for comparison of BIDS; that they are not guaranteed to be accurate statements or estimates of quantities of work to be performed under the Contract, and that any departure therefrom will not be valid grounds for any claim for damages for extension of time or for loss of profits; that measurement and payment will be made only for actual quantities of work completed in accordance with the Contract Documents.
- (f) He will pay as liquidated damages, the sum of \$0.00 for each consecutive calendar day extending beyond the CONTRACT TIME established for SUBSTANTIAL COMPLETION and \$400.00 for each consecutive calendar day extending beyond the CONTRACT TIME as provided in Section 15 of the General Conditions.

5. GENERAL NOTE TO BIDDERS

- (a) BIDS shall include all sales tax and other applicable taxes and fees.
 - (b) BIDDER's attention is directed Section 01150 of the Specifications which establishes the method of measurement and payment for work performed under the Contract.
 - (c) Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
 - (d) The OWNER shall make one award for BASE BID plus any and/or all ADDITIVE ALTERNATE BIDS. The order of ADDITIVE ALTERNATE BIDS does not imply order of importance NOR award order.
-

6. BID SCHEDULE:

BASE BID

<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1)	Mobilization	1	LS	_____	_____
2)	Milling	7,000	SY	_____	_____
3)	Spot Leveling	200	TONS	_____	_____
4)	Bituminous Asphalt Surface (165#/SY)	4,060	TONS	_____	_____
5)	Machine Grade Shoulders	190	STA	_____	_____
6)	Roadway Cut and Patch	200	SY	_____	_____
7)	City Square Pavement Markings	1	LS	_____	_____
8)	Class 2A Centerline Striping (CR-45, Slocomb Road, & CR-69/Shiloh Road)	3.80	MILE	_____	_____

TOTAL BASE BID AMOUNT: _____

TOTAL BASE BID AMOUNT WRITTEN: _____

7. Name and business address (mailing and street) of BIDDER to which all formal Notices shall be sent:

Telephone # _____ FAX _____

8. BIDDER hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

9. The undersigned states that (he is a) (they are) citizen(s) of the United States and that all the partners, associates, or principals interested herein are citizens of the United States, except: (Give full names and addresses – include "No Exception" if all persons are U.S. citizens.)

Signed this _____ day of _____, 20____

Contractor

By: _____
(Signature of Individual, partner or officer signing the BID)

(SEAL)

(Seal required if
BIDDER is a corporation)

Alabama License Number

Federal Tax Identification Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

As Principal, and _____ as Surety, are

hereby held and firmly bound unto The City of Hartford, Alabama 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, successors and assigns.

Signed, this _____ day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to The City of Hartford, Alabama a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the 2026 Street Improvements, Hartford, Alabama.

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment 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, 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 the time within which the OWNER may have accepted 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.

_____(L.S.)
Principal

Surety

By:_____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **2026 STREET IMPROVEMENTS
HARTFORD, ALABAMA**

You are hereby notified that your BID has been accepted in the amount of \$_____.

This award is subject to the provisions below:

1. You are required to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you. The Agreement, Performance Bond, Payment Bond, Power of Attorney for bonds, and other related documents shall bear the following date:
_____.
2. If you fail to execute said Agreement and to furnish said BONDS on the specified date, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.
3. You may **NOT** commence work until authorized by the OWNER in a written Notice To Proceed.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

OWNER: **City of Hartford** _____
BY: _____
TITLE: **Jeanna Brannon, Mayor** _____
DATE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE is hereby acknowledged.

FIRM: _____
BY: _____
TITLE: _____
DATE: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between **THE CITY OF HARTFORD**, HEREINAFTER CALLED "OWNER" and _____ hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **2026 STREET IMPROVEMENTS / HARTFORD, ALABAMA**.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED. All work will be SUBSTANTIALLY complete within THIRTY (30) days and will be COMPLETED within FORTY FIVE (45) calendar days unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS. CONTRACTOR will pay as liquidated damages, the sum of \$400 for each consecutive calendar day extending beyond the Contract Time established for Completion.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information For Bidders
 - C. Bid
 - D. Bid Bond
 - E. Agreement
 - F. General Conditions
 - G. Supplemental General Conditions
 - H. Payment Bond
 - I. Performance Bond
 - J. Notice of Award
 - K. Notice to Proceed
 - L. Change Order
 - M. DRAWINGS prepared by DRISKELL ENGINEERING, INC. numbered 1 through 11, and dated July 2026.

N. SPECIFICATIONS prepared or issued by DRISKELL ENGINEERING INC., dated July 2026.

O. ADDENDA

No. _____, dated _____
No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF HARTFORD, ALABAMA

By _____

Name Jeanna Brannon
(Please type)

Title Mayor

(SEAL)

ATTEST:

By _____

Name Melissa Rosser

Title City Clerk

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address _____

(Please type)

(SEAL)

ATTEST:

By _____

Name _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto **THE CITY OF HARTFORD, ALABAMA / 203 WEST MAIN STREET, HARTFORD, AL 36344** hereinafter called OWNER, in the penal sum of, _____

_____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

2026 STREET IMPROVEMENTS HARTFORD, ALABAMA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does here waive notice of any such change, extension of time, alteration or addition to the loans of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be satisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

Principal

By _____

Address _____

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address _____

Surety

By _____
Attorney-in-Fact

Name _____
Please type

Address _____

ATTEST:

Witness to Surety

Name _____
Please type

Address _____

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

A _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto **THE CITY OF HARTFORD, ALABAMA / 203 WEST MAIN STREET, HARTFORD, AL 36344** hereinafter called OWNER, in the penal sum of _____

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

2026 STREET IMPROVEMENTS HARTFORD, ALABAMA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contracts, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performance in such WORK whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does here waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be satisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

Principal

By _____

Address _____

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address _____

Surety

By _____
Attorney-in-Fact

Name _____
Please type

Address _____

ATTEST:

Witness to Surety

Name _____
Please type

Address _____

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute Bond.

I M P O R T A N T: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the Project is located.

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT:

**2026 STREET IMPROVEMENTS
HARTFORD, ALABAMA**

You are hereby notified to commence WORK in accordance with the Agreement dated

_____, on or before _____,

and you are to complete the work as follows:

SUBSTANTIAL COMPLETION:

THIRTY (30) consecutive calendar days or

COMPLETION:

FORTY FIVE (45) consecutive calendar days or

OWNER:

CITY OF HARTFORD, ALABAMA

BY:

TITLE:

Jeanna Brannon, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is
Hereby acknowledged BY:

this _____ day of _____, 20____

BY: _____

TITLE: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by
Engineers Joint Contract Documents Committee
and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

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American Society of Civil Engineers
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GENERAL CONDITIONS

ARTICLE I—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. *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.

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

1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8. *Bonds*—Performance and Payment bonds and other instruments of security.

1.9. *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.

1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agree-

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement, Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *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 11.9.1 in the case of Unit Price Work).

1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16. *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.

1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

1.18. *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

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

1.21. *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.

1.22. *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.

1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

1.24. *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.

1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

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

1.29. *PCBs*—Polychlorinated biphenyls.

1.30. *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 Wastes and crude oils.

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

1.32. *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.

1.33. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34. *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.

1.35. *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.

1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

1.40. *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.

1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

[illegible]

cations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest 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.

3.3.2. 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 such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, 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:

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

3.3.3.2. the provisions of any such 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).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

Initially Acceptable Schedules: See Supplementary Conditions.

[illegible]

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT.
AMENDING. REUSE**

Intermitt:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. **ALSO SEE SUPPLEMENTARY CONDITIONS.**

3.2. 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 Work, 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 furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarification

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment,

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

**ARTICLE 4—AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL
CONDITIONS: REFERENCE POINTS**

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct 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 lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**4.2. Subsurface and Physical Conditions: ALSO SEE
SUPPLEMENTARY CONDITIONS**

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1. 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

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

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. ENGINEER's Review: ENGINEER will promptly review the pertinent conditions, 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.

4.2.5. Possible Contract Documents Change: If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. 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 9.10 and 11.9; and

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

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. 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

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. Physical Conditions—Underground Facilities:

4.3.1. **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 or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated 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 6.23), 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 of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated 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 the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.4. 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 shall make no changes or relocations

without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point 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 by professionally qualified personnel.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material 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 and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and 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 hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special 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 the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, 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 Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) 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, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. 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 Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a 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 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1. 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.

5.3.2. 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 in accordance with paragraph 5.4. 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 in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

ALSO SEE SUPPLEMENTARY CONDITIONS

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

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

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

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

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5.4.5. 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

5.4.6. 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.

6.7.1.1. *"Or-Equal"*: 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 acceptance of proposed substitute items.

6.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. 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. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence or procedure of

construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. *Engineer's Evaluation*: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:
ALSO SEE SUPPLEMENTARY CONDITIONS

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER'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 person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10. 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.

6.11. 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 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils 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.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance

of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from 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.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and 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.

6.14.2. 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 caused by, arising out of or resulting therefrom; 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 3.3.2.

Taxes:

6.15. 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.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises 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. 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. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from 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.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. 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.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all 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.

Safety and Protection:

ALSO SEE SUPPLEMENTARY CONDITIONS

6.20. CONTRACTOR shall be 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:

6.20.1. all persons on the Work site or who may be affected by the Work;

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

6.20.3. 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.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them 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 utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. 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.

Hazard Communication Programs:

6.22. 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.

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, 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. 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 to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

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

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

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

6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. 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. 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. 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.

6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, 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.

Continuing the Work:

6.29. 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 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30. CONTRACTOR's General Warranty and Guarantee:

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. 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:

6.30.2.1. observations by ENGINEER;

6.30.2.3. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

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

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

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

6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 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 person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. 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 and termination or completion of the Agreement.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and 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.

7.3. 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 so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

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

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

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraph 5.5.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9. 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 furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11. 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

OWNER's Representative:

9.1. 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 shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. 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 will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site 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 furnishing or performance of the Work.

Project Representative:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13, ~~and in the Supplementary Conditions~~. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. 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 the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

Determinations for Unit Prices:

9.10. 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 upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. Limitations on ENGINEER's Authority and Responsibilities:

9.13.1. 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 owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2. 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 furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 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.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10—CHANGES IN THE WORK

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

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. 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 and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

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 6.29.

10.5. 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, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

11.3. 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:

11.3.1. 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 paragraphs 11.9.1 through 11.9.3, inclusive);

11.3.2. 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 11.6.2);

11.3.3. 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 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. 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 11.5:

11.4.1. 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 after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. 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.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished 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 accepted. 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 paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. 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.

11.4.5. Supplemental costs including the following:

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

11.4.5.2. 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.

11.4.5.3. 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, installation, dismantling and removal thereof—all 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.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. 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.

11.4.5.6. 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 and furnishing of the Work ~~and the cost of such losses and damages shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.~~ provided they 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. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general 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 a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. 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.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. 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:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 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;

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. 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

11.6.2.5. 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 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

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hereby the OWNER is entitled to a return on his Contract
Prorated the parties hereto shall agree as to the amount
of the return on his Contract

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

13.1. *Notice of Defects:* Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the 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.

13.3. **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.

13.4.1. ~~XX~~
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approval. CONTRACTOR shall also 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 of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.7. Uncovering Work as provided in paragraph 13.6 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.

13.8. 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.

OWNER May Stop the Work:

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective Work*, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective Work*, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective Work* corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

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

13.12.3. Where *defective Work* (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, 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.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective Work*, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective Work* (such costs to be approved by ENGINEER as to reasonableness). 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. 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 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. 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*. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 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.

Application for Progress Payment:

14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. 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.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated,

14.5.2. 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 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. 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.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is 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 furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

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

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

14.7.6. 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,

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and 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.

Substantial Completion:

14.8. 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. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen 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 fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, 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.

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

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 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.

14.10.2. See Supplementary Conditions.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will 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.

Final Application for Payment:

ALSO SEE SUPPLEMENTARY CONDITIONS

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens 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.

Final Payment and Acceptance:

14.13. 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 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 14.15. Otherwise, ENGINEER will return the Application 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. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to

CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, 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.

Waiver of Claims:

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

14.15.1. 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 14.11, 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

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails 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 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from 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, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

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

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

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

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.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty 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 Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17—MISCELLANEOUS

Giving Notice: ALSO SEE SUPPLEMENTARY CONDITIONS

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

17.2.1. 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.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) have the meanings assigned to them in the General Conditions.

SC-2.2 OWNER shall furnish to CONTRACTOR up to four copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

SC-2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the Effective Date of the Agreement.

SC-2.7 Before commencing operations, the CONTRACTOR shall furnish the ENGINEER with three (3) copies of Certificates of Insurance on all required policies of insurance showing limits of liability as specified. All policies must provide ten (10) days advance notice to the OWNER and ENGINEER in the event of cancellation, expiration or alteration. Each certificate shall be accompanied by a notarized statement itemizing each and every exclusion of the policy.

SC-2.8 Within twenty days after the Effective Date of the Agreement, a conference attended by CONTRACTOR, ENGINEER and others as appropriate may be held to discuss the schedules referred to in paragraph 2.6 of the General Conditions to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

SC-2.9 If requested by the OWNER or ENGINEER, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6 of the General Conditions. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall

be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

SC-3.1 In the event of a conflict between the various items which make up the Contract Documents, the following Hierarchy of Documents shall prevail:

1. Contract Change Orders
2. Addenda
3. Special Conditions
4. Agreement
5. Instructions To Bidders
6. Supplementary Conditions
7. General Conditions
8. Technical Specifications
9. Drawings

SC-4.2 When reports of subsurface explorations and tests at the project site are included in the Bidding Documents, the CONTRACTOR may rely upon the accuracy of the Technical Data contained in such reports as per paragraphs 4.2.2 of the General Conditions. Information included in such reports which may be considered Technical Data are: The Boring Method, Plan and Logs, Level of Subsurface Water, Laboratory Test Methods and Results and Similar Factual Data, all as of the dates made. These reports are not part of the Contract Documents, but the Technical Data contained therein upon which the CONTRACTOR is entitled to rely as provided in G.C. 4.2 as identified above are incorporated therein by reference.

SC-4.3 The plans show certain features of the topography and certain underground utilities, but they do not purport to show in detail all such lines or obstructions. Such topography and notes on the plans were inserted from records available and are for the CONTRACTOR's convenience only, and shall not be used as basis for any claims of extra compensation.

All pipes or other underground utilities shall be maintained in continuous service where possible and shall be properly protected

and supported. In no case shall interruptions to utilities be allowed to exist outside of working hours.

Prior to starting the work, the proper authorities of all utilities shall be notified by the Contractor and the Contractor shall cooperate in every way possible with these authorities. Whenever necessary to determine the location of existing pipes, valves or other underground structures, the CONTRACTOR shall examine all available records and shall make all explorations and excavations necessary for such purpose.

SC-6.8 The CONTRACTOR, or apparent successful Bidder, shall identify Subcontractors, Suppliers, or other persons or organizations as follows:

- 1) Prior to the Effective Date of the Agreement, the apparent Successful Bidder shall within seven days of the receipt of a Written Request from the OWNER or the ENGINEER identify Subcontractors, Suppliers, or others specifically requested. Should such identification be required, attention is directed to paragraph 10 of the Information For Bidders.
- 2) Within 30 days following the Effective Date of the Agreement, all Subcontractors shall be identified.

SC-6.9 OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment on account of the particular Subcontractor's, supplier's, or other organization's work.

SC-6.20 Until final acceptance of the Work by the ENGINEER as evidenced by approval of the final estimate, the Work shall be in the custody and under the charge and care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from execution or from the nonexecution of the Work, unless otherwise provided for elsewhere in the Specifications or Contract. The CONTRACTOR shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the CONTRACTOR shall be responsible for all materials and equipment and shall properly store them if necessary and shall provide suitable shelter from damage and shall erect temporary structures where necessary.

SC-11.9.3 Paragraph 11.9.3 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

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

11.9.3.1. If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

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

11.9.3.3. If CONTRACTOR believes that it has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles it to an adjustment in the Unit Price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.4 CONTRACTOR shall employ and pay for the services of an independent testing laboratory acceptable to the OWNER and the ENGINEER to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 of the General Conditions shall be paid as provided in said paragraph 13.9; and

13.4.2. as otherwise specifically provided in the Contract Documents.

SC-14.7.9 In addition to reasons listed in G.C. 14.7.1.-14.7.9., the ENGINEER may refuse to recommend the whole or any part of any payment to the CONTRACTOR because liability for liquidated damages has been incurred by the CONTRACTOR.

SC-14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time

thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

SC-17.1 In addition to the provisions of paragraph 17.1 of the General Conditions, written Notice to the CONTRACTOR shall be deemed to have been given if delivered in person to the CONTRACTOR's authorized representative on the project site.

SC-18. The CONTRACTOR shall erect a sign at the Project Site showing such information as the OWNER may require. The Sign shall be 4 feet by 8 feet and constructed of 3/4" exterior plywood, placed in a prominent location and maintained in good condition until completion of the Project at which time the Sign shall be removed.

SECTION 00810

SPECIAL CONDITIONS

1. PERFORMANCE AND PAYMENT BONDS

The Contractor shall, along with the executed Contract, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contractor and a corporated bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its rights to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall not be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall fully complete the work required in this contract within 45 consecutive calendar days after the date specified in the Notice to Proceed. The Contractor shall pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter that the work remains incomplete.

3. CONSTRUCTION STAKES

The Engineer will furnish the Contractor sufficient points and bench marks necessary to accurately establish the lines and elevations necessary to the proper prosecution of the work contracted herein. The Contractor shall be responsible for the establishment of all blue tops, grade pins, nails, cut stakes, offset Engineer's temporary bench marks, and all other control which in the opinion of the Engineer are necessary to construct the project as shown on the plans or as directed by the Engineer. The Contractor shall furnish

all labor and materials necessary to perform the above mentioned control work at no additional cost to the Owner. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in planning or laying out of work. Such stakes and markings as the Engineer may set either for his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor, at the discretion of the Engineer.

4. CONFORMITY WITH PLANS

Elevations in all cases shall conform with line, grade, cross sections and dimensions shown on the approved Contract Drawings. Any deviations from the plans and approved drawings as may be required by the exigencies of construction, shall in all cases be approved by the Engineer and authorized in writing.

5. INSPECTION FACILITIES

The Contractor shall at all times provide access to, and all means necessary to provide for inspection of all parts of the work by the Engineer.

6. UTILITIES

The Contractor shall be responsible for any damage done by him or any of his subcontractors to all utilities within the limits of the work. It shall be his responsibility to locate and determine the depth of the existing utilities and manholes as far ahead of his operations as practicable and shall keep the Engineer informed of possible vertical and horizontal conflicts. The Engineer shall adjust the alignment and/or profile of the proposed facilities insofar as practically feasible to eliminate potential conflicts. Unavoidable conflicts will be eliminated as described below. Should any utilities or appurtenances be damaged by the Contractor's activities and operations under this contract, the Contractor shall cause the necessary repairs to be made and shall pay the entire cost thereof without compensation. Temporary repairs may be made by the Contractor to utilities damaged by his operations when such utilities are to be relocated, provided such temporary repairs are adequate to maintain the utility in service until the permanent relocation or adjustment is made.

7. CONNECTION TO EXISTING PAVING

Where new paving is to connect to existing paving, the existing paving shall be neatly trimmed, squared, and removed in order to butt to the new asphalt.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the Owner, the work shall be in the custody and under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from execution or from the non-execution of the work, unless otherwise provided for elsewhere in the Contract Documents. The Contractor shall rebuild, repair, restore, and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and equipment and shall properly store them, if necessary, and shall provide suitable shelter from damage and shall erect temporary structures where necessary.

10. INSURANCE

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

Workers' Compensation, etc. of the General Conditions:

- | | | | |
|-----|------------------------|------------|-------------------------|
| (1) | State: | Coverage A | Statutory |
| | | Coverage B | \$500,000 Each Accident |
| (2) | Applicable Federal | | |
| | (e.g. Longshoreman's): | | Statutory |

CONTRACTOR'S Liability Insurance under the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care custody and control of the CONTRACTOR.

- | | | |
|-----|-----------------------|---------------------|
| (1) | General Aggregate | |
| | (Except Products - | |
| | Completed Operations) | <u>\$ 2,000,000</u> |

- | | | |
|-----|--|---------------------|
| (2) | Products - Completed Operations Aggregate | <u>\$ 2,000,000</u> |
| (3) | Personal and Advertising Injury (Per Person/Organization) | <u>\$ 1,000,000</u> |
| (4) | Each Occurrence (Bodily Injury and Property Damage) | <u>\$ 1,000,000</u> |
| (5) | Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable. | |
| (6) | Excess Liability | |
| | General Aggregate | <u>\$ 2,000,000</u> |
| | Each Occurrence | <u>\$ 2,000,000</u> |

Automobile Liability:

- | | | | |
|-----|--|---------------------|---------------|
| (1) | Bodily Injury: | <u>\$ 1,000,000</u> | Each Person |
| | | <u>\$ 1,000,000</u> | Each Accident |
| | Property Damage: | <u>\$ 500,000</u> | Each Accident |
| OR | | | |
| (2) | Combined Single Limit (Bodily Injury and Property Damage): | <u>\$ 2,000,000</u> | Each Accident |

In addition to the requirements of the General Conditions concerning the naming of the Owner, Engineer, and Engineer's consultants as additional insureds under the CONTRACTOR's General Liability Policy. The CONTRACTOR shall at his expense provide an OWNER's and CONTRACTOR's Protective Liability Policy issued in the name of the OWNER and ENGINEER covering the CONTRACTOR's obligations under the General Conditions. Coverage shall be provided under this policy for not less than the following amounts:

- | | | | |
|-----|------------------|---------------------|------------------|
| (1) | Bodily Injury: | <u>\$ 1,000,000</u> | Each Occurrence |
| (2) | Property Damage: | <u>\$ 1,000,000</u> | Each Occurrence |
| | | <u>\$ 1,000,000</u> | Annual Aggregate |

CONTRACTOR 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 these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

- (1) include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- (2) be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils 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 in transit for incorporation in the Work or 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; and
- (5) be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (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.

OWNER and CONTRACTOR intend that all policies purchased will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities

identified in the Supplementary Conditions to be listed as insured or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils 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, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds 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 CONTRACTOR as trustee or otherwise payable under any policy so issued.

In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

- (1) loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and
- (2) loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by CONTRACTOR covering any loss, damage or consequential loss referred to in this paragraph 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 any of OWNER, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Hold Harmless Agreement: The Contractor and his agents agree to defend, indemnify, and hold harmless the Owner, Engineer, and their agents, from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner, Engineer, or their agents.

It is the intent of this section to require the Contractor and his agents to indemnify the Owner, Engineer, and their agents to the extent permitted under Florida Statutes.

It is understood and agreed that the Contractor is at all times herein acting as an Independent Contractor.

13. EXTRA CHARGES

Upon receiving a change order or field order, the Contractor shall notify the Engineer of any additional charges the Contractor feels he is due prior to initiating the work under consideration.

14. FLOOD INSURANCE

The Contractor shall carry flood insurance for projects located in designated flood hazard areas in which federal flood hazard insurance is available.

16. EXAMINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTARY CONDITIONS, AND SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, provisions, and the contract and bond forms, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the surface and subsurface conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of plans, standard specifications, supplemental specifications, special provision contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement.

Bidders are advised that the Owner disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

17. SUBSURFACE CONDITIONS

The Contractor shall check all subsurface conditions and satisfy himself on those conditions before submitting a bid. Subsurface conditions discovered during construction shall not be a basis for extra compensation.

18. ENVIRONMENTAL CONTROL

The Contractor shall insure that good environmental protection practices and methods are instituted to protect surface waters from excessive silt, sediments and nutrients caused by his construction operations.

Storm drainage facilities and temporary dikes, checks, channelization, grassing and any other prudent control shall be installed in the initial stages and as necessary in order to fulfill the requirements set forth in the above regulations. The Contractor shall be responsible for all environmental damages caused by his operations.

Cost for complying with these regulations shall be considered incidental to the work on the bid schedule and no separate payment will be made.

19. PROSECUTION OF WORK

- a. All the work shall be prosecuted in a manner which according to local conditions shall be best calculated to promote rapidity in construction, to secure safety to life and property and also to reduce to a minimum any interference with abutting property or public travel.
- b. The Contractor shall conduct his operations diligently in all parts of the work, coordinating his part so that the completion of the work shall not be unnecessarily delayed.

20. USE OF ADJOINING PROPERTY

Whenever it is necessary for the Contractor to occupy or otherwise use land adjacent to the work which is not the property of the Owner or for use of which no permit has been

granted, the Contractor must make his own arrangements with the Owner of such property.

21. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

22. OBSERVANCE OF LAWS AND REGULATIONS

The Contractor shall keep himself informed of all laws, ordinances, and regulations in any manner affecting those employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times himself observe and comply with, and shall require all his agents, employees and subcontractors to observe and comply with all such applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective before completion of this contract; and shall protect and indemnify the Owner against any claim of liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees or his subcontractors. When local or state laws or ordinances conflict with federal laws or regulations, federal laws or regulations shall take precedence.

23. WASTE BY-PASSING DURING CONSTRUCTION

No construction activity shall cause wastewater to be discharged raw unless a schedule has been approved by the Alabama Department of Environmental Management.

24. FINAL CONSTRUCTION INSPECTION

Whenever the Contractor considers the work required by the contract is nearing completion and ready for use, he shall notify the Engineer and request an inspection of substantial completion. Within five (5) days after receiving the notification by the Contractor, the Engineer will inspect all work in the contract. If the Engineer finds that the work has been substantially completed, he will issue a letter of substantial completion. If the Engineer finds that the work has not been substantially completed at the time of such inspection, he will advise the Contractor in writing as to the work to be done or the particular defects in the construction discovered during the inspection.

After such work has been completed satisfactorily, the Engineer will reinspect the work for substantial completion.

When the Contractor considers the work completed, he shall notify the Engineer and request a final inspection. Within five (5) days after receiving the notification by the Contractor, the Engineer shall conduct a final inspection. If the Engineer finds the work has been completed he will issue a letter stating that the project is complete. If the Engineer finds that the work has not been completed at the time of the inspection, he will advise the Contractor in writing as to the work to be done to complete the project. After such work has been satisfactorily completed, the Engineer will reinspect the work. When the Engineer considers the work complete, he will issue a letter of final completion.

25. FINAL ACCEPTANCE

- a. Contractor's Advertisement of Completion: The Contractor, immediately after being notified by the Engineer that all other requirements of his contract have been completed, shall give notice of said completion by an advertisement for a period of four (4) successive weeks in some newspaper of general circulation published within the county or counties where the work is performed. Proof of publication of said notice shall be made by the Contractor to the Engineer, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any county where the work is done, the notice may be given by posting at the Court House for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

26. EQUIPMENT AND MATERIALS REMOVED

All equipment and materials removed and/or replaced in the contract which the Owner wants shall become the property of the Owner and shall be placed at a location on the site designated by the Owner. All other equipment and materials which the Owner does not want shall be disposed off site at the expense of the Contractor. The Owner shall be final judge of what is salvageable.

27. REMOVAL OF DEBRIS

The Contractor shall frequently clean up all refuse, rubbish, scrap materials and debris caused by his operations, so that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

28. TEMPORARY ROADS, DETOURS AND MAINTENANCE OF ACCESS

- a. Detours and temporary structures necessary for travel during the prosecutions of the work will be at the expense of the Contractor.
- b. No section of the work shall be closed to traffic unless approved by the Engineer. Suitable signs indicating "Road Closed" or "Detour" shall be erected by the Contractor as ordered by the Engineer at no expense.
- c. If in the opinion of the Engineer the Contractor does not comply with the above requirements such work as the Engineer may deem necessary may be performed by others at the direction of the Engineer and the charges therefor held from any money due or to become due to the Contractor on this or any other Contract.

29. BARRICADES, WARNING LIGHTS, SIGNS, ETCETERA

- a. Prior to closing any section of the project to traffic, the Contractor shall furnish, erect, and maintain, at no expense to the Owner suitable barricades, warning signs, flares, red flags, or lights which shall be kept burning from sunset to sunrise.
- b. The Contractor shall receive no direct compensation for furnishing, erecting, and maintaining the necessary barricades, lights, flares, signs, or for any other incidentals necessary for the good and proper safety, convenience, and direction of traffic during the period prior to final inspection and acceptance.

30. RESTORATION OF THE GROUNDS

As the work progresses and whenever so directed by the Engineer, the Contractor is to remove all surplus material and completely restore to good condition, all surface, disturbed, destroyed or removed by the Contractor, or his agent, or on account of construction. When the Contractor fails to promptly restore the streets or other property, the Engineer, after having given three (3) days notice to the Contractor shall have the work shut down until the streets and other property have been restored. Loss of time due to such shut-down will not entitle the Contractor to any extension of time or extra compensation.

Before final inspection is made, all surfaces disturbed on account of this construction shall be leveled up and all surplus material and rubbish incident to the construction must be removed and disposed of and streets, gutters,

ditches, sidewalks, crossings, railroads, grass plots and other property affected by the Construction shall be left in good and acceptable condition.

31. LOCATION AND DEPTH OF PIPE LAYING

Alignment and depth of pipe to be installed have been shown on the plans and in the specifications to reflect the general layout and facilities the Contractor is bidding and laying out the work. Pipe locations and depth of cover will be varied as directed by the Engineer if such variance is necessary in order to clear obstructions or utilities that interfere with the construction of the water mains. No additional payment will be made for pipe installed at greater depth or different locations than shown on the plans and/or in the specifications.

The Contractor shall make all necessary explorations and excavations for obstructions ahead of the pipe laying to permit sufficient time for any adjustments of locations or depth necessary for installing the water mains and making connections to the existing system.

32. UNDERGROUND UTILITIES AND SERVICES

The plans show certain features of the topography and certain underground utilities, but they do not purport to show in detail all such lines or obstructions. Such topography and notes on the plans were inserted from records available and are for the Contractor's convenience only, and shall not be used as basis for any claims of extra compensation.

All pipes or other underground utilities shall be maintained in continuous service where possible and shall be properly protected and supported. In no case shall interruptions to utilities be allowed to exist outside of working hours.

Prior to starting the work, the proper authorities of all utilities shall be notified by the Contractor and the Contractor shall cooperate in every way possible with these authorities. Whenever necessary to determine the location of existing pipes, valves or other underground structures, the Contractor shall examine all available records and shall make all explorations and excavations necessary for such purpose.

37. CONSTRUCTION ALONG AND UNDER HIGHWAYS

Where and when lines are to be constructed under Federal, State or County Highways, or along the right-of-way of these highways, the Contractor is instructed to contact the State

Highway Department, the County Engineer or other authorities concerned as to their requirements for construction of this type and for maintaining traffic, detours and public safety during these operations. These requirements shall be fully complied with and all work along or under these highways shall be subject to the inspection and direction of the proper authorities concerned.

The Contractor shall give prior notice of his intention to perform work along these highways and shall coordinate the work with the highway authorities concerned. The Contractor shall

provide at his own expense any bond or insurance required by the Highway Department.

38. CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions.

39. LOCAL LABOR

Preference in employment will, insofar as practicable, be given to qualified local labor.

40. LOCAL PERMITS

The Contractor will obtain all local permits including building permits from the political jurisdiction in which work is being accomplished at his own expense. It shall be each Bidder's responsibility to determine the necessity and costs of such permits prior to bid.

41. MAINTENANCE OF CUT STREETS, WALKS AND DRIVES

Maintenance of cut streets, walks and drives shall be performed as needed by the Contractor, but not less than daily. Failure to provide the required maintenance of temporary patching shall be grounds for diversion of the Contractor's work force from pay item work until maintenance work is complete.

43. GRADE CONTROL

The Contractor shall provide an acceptable and operational engineer's level and level rod at the work site at all times for verification of pipe grades, slope, depth of cover and general grades.

44. CONCRETE CURB AND GUTTER

Existing concrete curb broken, cracked, or damaged by the Contractor shall be repaired or replaced by the Contractor at his own expense.

45. CLEARING RIGHT-OF-WAY AND EASEMENTS

Trees and bushes on the R.O.W. or easement that are in conflict with the construction and are too large to be removed and reset shall be cleared, grubbed and disposed of by the Contractor.

46. COOPERATION BETWEEN CONTRACTORS

Contractor shall cooperate to the fullest extent in order to expedite the completion of the entire project. Any contractor deemed by the Engineer to be in violation of this clause can be subject to disciplinary action including but not limited to fines to be paid to the Owner or direct payment to other contractors.

47. DAMAGE BETWEEN CONTRACTORS

If a Contractor damages any of the work performed by another contractor, that contractor causing the damage shall replace, repair, or make any other compensation deemed appropriate by the Engineer to the Contractor who did the original work.

48. PROJECT WARRANTY

The 12 month warranty period provided under this contract shall begin on the date of the final inspection when the Engineer certifies the project substantially complete. In accordance with Section 29 of the General Conditions, this warranty shall cover defects in all material, equipment, and labor furnished under this contract.

SECTION 01010 SUMMARY OF WORK

1.WORK COVERED BY CONTRACT DOCUMENTS

- A. The specifications which are comprised of Division 1 through Division 16 are an integral part of the Contract Documents.
- B. The headings of the Sections of the specifications are intended for the convenience of reference only and shall not be considered as having any bearing on the interpretation on the division or sequence of Work.
- C. The character and extent of the Work in the Contract is defined by the Contract Documents.

2.CONTRACTS

- A. A single Contract Award will be made for each Bid Schedule.
- B. All Contracts as awarded shall include all work necessary to complete the Project (or portion of) as intended by the items described in the Bid Schedule and as shown or directed by the Drawings and Specifications.

3.WORK BY OTHERS

- A. CONTRACTOR shall coordinate the work of his contract with work by the OWNER and other contractors.
- B. If the proper execution or results of any part of a contract is expected to depend upon the work included in another contract or proposed work by OWNER, the CONTRACTOR shall make such allowances for such to properly connect and coordinate his work with others. No additional pay item shall be made.

4.WORK SEQUENCE

- A. The order of sequence of execution of the work shall be at times subject to the approval of the OWNER.

5.CONTRACTOR'S USE OF PREMISES

- A. CONTRACTOR's operations must be confined inside such property and rights-of-way as provided by the OWNER.
- B. CONTRACTOR shall limit his use of the premises for work and for storage, to allow for:
 - 1. Work by other Contractors

2. Work by OWNER

- C. Coordinate use of premises under direction of ENGINEER.
- D. CONTRACTOR shall assume full responsibility for the protection and safekeeping of products under this Contract, either incorporated into the work or stored on the site.
- E. CONTRACTOR shall move any stored products, under CONTRACTOR's control which interfere with operations of the OWNER or separate contractor(s).
- F. CONTRACTOR shall obtain written authorization from OWNER and pay for the use of additional storage or work areas as required for operations.
- G. CONTRACTOR shall at all times conduct his operations as to ensure the least inconvenience to the general public.

6. OWNER OCCUPANCY AND USE

- A. OWNER shall have the right to connect any conduit, pipe line, or structure with the work or to grant permits to make connections therewith, at any time before final acceptance of the work.
 - 1. CONTRACTOR shall not interfere with the making of such connections and no allowances shall be made to CONTRACTOR on account thereof.
- B. The OWNER shall have the right to use any unit or appurtenances that is substantially complete but before final acceptance provided such use does not unreasonably interfere with CONTRACTOR's operations.
 - 1. Such use of a unit or appurtenance will not be considered an acceptance of the work or any part thereof, nor will any allowance be made to the CONTRACTOR therefor.

7. COPIES OF DOCUMENTS

- A. OWNER will furnish CONTRACTOR three (3) sets of Contract Documents for use during construction. Additional copies will be furnished, upon request, at the cost of reproduction and postage.

END OF SECTION - 01010

**SECTION 01150
MEASUREMENT AND PAYMENT**

1. **DESCRIPTION.** This section establishes the method of measurement and payment for work performed under this Contract.
2. **GENERAL.** Payment shall be made on a Unit and/or Lump Sum Price as provided in the Bid Schedules(s). No additional payment will be made for items of work for which a separate payment item is not specified herein and contained in the Bid Schedule, such work being deemed incidental to the project and payment for said work shall be considered as included in the various prices bid.

The Unit and/or Lump Sum Prices bid for the various payment items described in this Section and contained in the BID shall be full compensation for all direct and indirect expenses incurred; and for furnishing all labor, supervision, equipment, tools, appliances and materials required to properly complete the Work.

There shall be no payment for items other than those listed in this Section and the Bid Schedule or added by Contract Change Order.

3. **DEFINITIONS.** The following units of payment are used in these specifications

AC	Acre, an area measurement of 43,560 square feet
CF	Cubic Feet, a volumetric measurement of 1728 cubic inches
CY	Cubic Yard, a volumetric measurement of 27 cubic feet
CYCIP	Cubic Yard Compacted In Place, same as CY
EACH	Each, a single complete unit
FT	Foot or Feet, a linear dimension of 12 inches
LS	Lump Sum, a single amount for all work required to complete an item
MILE	Mile, a linear measurement of 5,280 feet
SF	Square Feet, an area measurement of 144 square inches
STA	Station, a linear measurement of 100 feet along the centerline
SY	Square Yard, an area measurement of 9 square feet
YD	Yard, a linear measurement of 3 feet

4. **EXTRA WORK.** Without invalidating the Contract the OWNER may at any time by written order, and without preliminary notice to the Surety, order extra work within the general scope, or alter the work by addition or deduction and the Contract Price shall be adjusted by appropriate change order in accordance with the General Conditions.

5. APPLICATIONS FOR PAYMENT

A. Submit Applications for Payment to the ENGINEER in accordance with the schedule established by conditions of the Contract and Agreement between OWNER and CONTRACTOR.

B. Format and Data Required

- 1) Submit applications in the form required by OWNER, with itemized data typed on 8-1/2 x 14 inch white paper continuation sheets.
- 2) Provide itemized data on continuation sheet: Format of schedules line items and values shall be those of the Unit Payment Items as set forth in the BID or for Lump Sum Contracts, those of the approved schedule of values.

C. Preparation of Application for Each Progress Payment

- 1) Application Form

- a. Fill in required information, including that for Change Orders executed and approved prior to the date of submittal of application.
 - b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
 - c. Execute certification with the signature of a responsible officer of the contract firm.
- 2) Continuation Sheets
 - a. Fill in total list of all schedules component items of work, with item number and the scheduled dollar value for each item.
 - b. Fill in dollar value in each column for each schedules line item when work has been performed or products stored. Round off values to nearest dollar, or as provided in the BID.
- 3) List each Change Order approved Prior to the date of submission, at the end of the continuation sheets.
 - a. List by Change Order and description, as for an original component item of work.
- 4) Submit Application for Payment to ENGINEER at the times stipulated in the Agreement or agreed upon at the Pre-Construction Conference.
- 5) When ENGINEER finds the Application properly completed and correct, he will transmit executed copies to the OWNER, with a copy to CONTRACTOR.

D. Substantiating Data

- 1) When the OWNER or the ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information with cover letter identifying:
 - a. Project
 - b. Application number and data
 - c. Detailed list of enclosures
 - d. For stored products: Item number and identification as shown on application; description of specific material.
- 2) Submit one (1) copy of data and cover letter for each copy of application.

6. CHANGE ORDER PROCEDURES

- A. Changes in the contract price or time shall be in accordance with the General Conditions.
- B. Format and Data Required
 - 1) Change Orders shall be prepared and submitted and will be processed in accordance with requirements for extra work.
 - 2) ENGINEER will transmit certificate for change for approval.
 - 3) When approval is received, the Change Order will be included under next partial application for payment.

7. **MEASURES AND WEIGHTS.** Weights and measures of quantity for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material, which is lost or misplaced, be included for payment.

A. To aid the ENGINEER in determining all quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment, and assistance for weighing or for measuring any of the materials.

B. It is understood and agreed that a "ton" shall mean the short ton of two thousand (2,000) pounds.

C. For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision for the measurement of such areas.

D. Figured dimensions on drawings shall take precedence over measurement by scale, and detailed working drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicated extra work.

7. **PAYMENT ITEMS.** Measurement and Payment for the items listed in the Bid Schedule includes furnishing all labor, equipment, tools, materials and incidentals necessary to complete the work as outlined in these Specifications and/or as shown on the Drawings. All work necessary to provide a complete ready to use facility but not specifically listed as a payment item or shown on the Drawings, shall be considered incidental to the job and shall be included in the prices bid.

PAYMENT ITEM 1 - "Mobilization"

Measurement shall be on a lump sum basis as bid for the percentage of work complete.

Payment includes all mobilization and construction items such as preparation and review of construction schedules, access and egress coordination to sites, permits, discussions and reviews with OWNER and ENGINEER, and other such considerations. Total Bid Item shall not exceed 10% of TOTAL BID PRICE.

PAYMENT ITEM 2 - "Milling"

Measurement shall be on a unit basis per square yard of milling, being the full width of the street as shown on the drawings.

Payment price bid shall be full compensation for the pulverization and removal of existing asphalt paving in accordance with the plans and specifications. This payment item shall include the cost of all labor, equipment, tools, and materials necessary for milling, feather milling at paved driveways, temporary protection of utility frames and covers, removal, hauling, and lawful disposal. Final utility adjustments and risers are excluded from this item.

PAYMENT ITEM 3 - "Spot Leveling"

Measurement shall be on a per ton basis as directed by the ENGINEER. Measurement shall be determined by measuring the area and depth of the leveling and using the actual weight ticket, whichever is the most accurate.

Payment price bid shall be full compensation for the installation of the level course including all materials, handling, processing, and all equipment, labor, and incidentals to complete the work.

PAYMENT ITEM 4 – “Bituminous Asphalt Surface (165#/SY)”

Measurement shall be on a unit basis per ton of asphalt overlay, being the full width of the street as shown on the drawings.

Payment price bid shall be full compensation for a Bituminous Plant Mix wearing surface placed at the rate shown on the plans conforming to Section 424 of ALDOT Standard Specifications including the cost of all labor, equipment, tools, transportation, materials, tack coat, and incidentals necessary to accomplish and complete the work. This item shall include final adjustment to finished grade of manholes, valve boxes, utility covers, grates, and similar appurtenances, including required risers.

PAYMENT ITEM 5 - “Machine Grade Shoulders”

Measurement shall be on a per roadway station basis for machine grading in accordance with ALDOT Section 212 and includes both shoulders where indicated.

Payment shall be at the unit price established under the contract, such price being full compensation for all costs of grading, shaping, compaction, restoration, materials, labor, equipment, tools, and incidentals necessary for the proper completion of the work.

PAYMENT ITEM 6 - “Roadway Cut & Patch”

Measurement shall be in square yards to the nearest tenth (0.1) of a square yard with no regard given for depth of pavement removed. This item is an Owner directed allowance. Perform only where marked or authorized by the Owner or Engineer.

Payment shall be at the unit price established under the contract, such price being full compensation for saw cutting vertical edges and removing the existing pavement, temporary placement and maintenance of a crushed stone surface, and permanent pavement replacement, and shall include all costs for materials, labor, equipment and incidentals necessary for the proper completion of the work.

PAYMENT ITEM 7 - “City Square Pavement Markings”

Measurement shall be on a lump sum basis for markings shown on Sheet 3 and restoration in kind of all existing markings and raised pavement markers removed, milled, or covered within paving limits. Unless shown otherwise, thermoplastic lines are 4 inches wide; colors and patterns shall match pre-construction conditions; stop bars are 24 inches wide; and markers match existing type, color, and spacing.

Payment shall be at the lump sum price established under the contract, such price being full compensation for all costs for materials, labor, equipment and incidentals necessary for the proper completion of the work.

PAYMENT ITEM 8 - “Class 2A Centerline Striping (CR-45, Slocomb Road, & CR-69/Shiloh Road)”

Measurement shall be on a per mile basis for solid double yellow striping within paving limits conforming to ALDOT Standard Specifications Section 701 Class 2 Type A. Unless shown otherwise, thermoplastic lines are 4 inches wide.

Payment shall be at the unit price established under the contract, such price being full compensation for all costs for materials, labor, equipment and incidentals necessary for the proper completion of the work.

END OF SECTION 01150

SECTION 01300
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Preconstruction meeting.
- C. Progress meetings.

1.2 FIELD ENGINEERING

- A. Contractor shall provide all survey stake-out required for the project.
- B. Control datum for survey is shown on Drawings.
- C. Verify set-backs and easements; confirm drawing dimensions and elevations.
- D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule meeting after Notice of Award and Contract have been approved.
- B. Attendance Required: Owner, Engineer, and Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, and Engineer.
 - 6. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Review and process Monthly Pay Request
 - 4. Field observations, problems, and decisions.
 - 5. Identification of problems impeding planned progress.
 - 6. Review of submittals schedule and status of submittals.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
- C. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Restore Work with new products in accordance with requirements of Contract Documents.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Construction photographs.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.

- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 10 days.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus four copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit in form of one reproducible transparency.

1.7 SAMPLES

- A. Samples: Submit to Engineer for review for limited purpose of checking for

conformance with information given and design concept expressed in Contract Documents.

- B. Include identification on each sample, with full Project information.
- C. Submit number of samples specified in individual specification sections; Engineer will retain one sample.
- D. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- E. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.

1.8 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Engineer.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

1. DESCRIPTION

A. Comply with requirements stated in General, Supplemental and Special Conditions and in Specifications for administrative procedures in closing out the work.

B. Related requirements in other parts of the Project Manual:

- 2.** Fiscal provisions, legal submittals and additional administrative requirements: General Supplemental and Special Conditions.

C. Related requirements specified in other sections:

1. Section 01710 : Cleaning

1. SUBSTANTIAL COMPLETION

A. When Contractor considers the work is substantially complete, he shall submit to Engineer:

1. A written notice that the work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, Engineer will make an inspection to determine the status of completion.

C. Should engineer determine that the work is not substantially complete:

1. Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Engineer.
3. Engineer will re-inspect the work.

D. When Engineer finds that the work is substantially complete, he will:

1. Prepare and deliver to Owner a tentative letter of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
2. After consideration of any objections made by the Owner as provided in General, Supplemental and Special Conditions, and when Engineer considers the work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Letter of Substantial Completion with a revised tentative list of items to be completed or corrected.

3. FINAL INSPECTION

A. When Contractor considers the work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. Work is completed and ready for final inspection.

B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should Engineer consider that the work is incomplete or defective:

1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the work is complete.
3. Engineer will re-inspect the work.

D. When the Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals and begin project Advertisement of Completion.

1. RE-INSPECTION FEES

A. Should the Engineer perform re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor:

1. Owner will compensate Engineer for such additional services.
2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

4. CONTRACTOR'S CLOSEOUT SUMITTALS TO ENGINEER

A. Section 01720 : Project Record Documents.

B. Warranties and Bonds as required.

C. Spare Parts and Maintenance Materials as required.

D. Release of Liens – A certified letter from the Contractor to release and discharge the Owner, its officers, agents and employees of and from all liabilities, obligations, and claims under or arising out of said contract.

E. Completed Operations Insurance – Submit certificates of completed operations insurance coverage for a period of one year from the date of acceptance of the work by the Owner or the date of payment of the final amounts owed the Contractor by the Owner whichever occurs first.

F. Contractor's Advertisement of Completion – The Contractor immediately after being notified by the Engineer that all other requirements of his contract have been completed shall give notice of said completion by an advertisement for a period of 4 successive weeks in some newspaper of general circulation published within the county or counties where the work is performed. Proof of publication of said notice shall be made by the Contractor to the Owner, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any county where the work is done, the notice may be given by posting at the Courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

5. FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final settlement of accounting to Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The Original Contract Sum
2. Additions and deductions resulting from:
 - a. Previous Change orders

- b. Unit Prices
 - c. Deductions for uncorrected work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for re-inspection payments
 - g. Other adjustments
- 3. Total Contract sum, as adjusted.
 - 4. Previous Payments
 - 5. Sum remaining due

C. Engineer will prepare a final change order, reflecting approval adjustments to the Contract Sum, which were not previously made by Change Orders.

6. FINAL APPLICATION FOR PAYMENT

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract. Included in the Final Application For Payment shall be the affidavit of the Advertisement For Completion, Release of Liens, and Proof of Completed Operations Insurance.

ADVERTISEMENT OF COMPLETION

_____ (CONTRACTOR) _____
_____ hereby gives
notice of completion of a contract with _____
_____ (OWNER), for construction of _____
_____ (PROJECT NAME OR NUMBER). This notice
will appear for four (4) consecutive weeks beginning _____ and
ending _____. All claims in connection with this project should be
filed during this period with the Engineer:

Driskell Engineering, Inc.
5210 Judge Logue Road
Newton, AL 36352

CONTRACTOR'S RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, representing the Contractor, _____, who being duly sworn according to law deposes and says that all labor materials, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract with _____, the Owner, for _____, Contract No. _____ have been paid in full and that for the final payment in the amount of \$ _____, the Contractor releases and discharges the Owner and his authorized representatives from any liens or claims of any nature because of or arising from this contract and/or its performance, which it has had, has or may have in the future.

By: _____

Sworn to and subscribed

Before me this _____ day

of _____, 20____.

(Notary Public)

My Commission expires:

END OF SECTION 01700

SECTION 01710 CLEANING

1. DESCRIPTION

Execute cleaning during progress of the work, at completion of the work, and as required by General Conditions.

2. DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

3. MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

4. CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

END OF SECTION 01710

SECTION 02740
FLEXIBLE PAVEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphaltic concrete paving, wearing, binder and base course.
 - 2. Surface sealer.
 - 3. Aggregate subbase course.
- B. Related Sections:
 - 1. Drawings and general provisions of the Contract including General and Supplemental General Conditions, and Technical Specifications.

1.2 REFERENCES

- A. Asphalt Institute:
 - 1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
 - 2. AI MS-19 - Basic Asphalt Emulsion Manual.
- B. ASTM International:
 - 1. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
 - 2. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.

1.3 PERFORMANCE REQUIREMENTS

- A. Paving: Designed for streets, drives and parking areas.

1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit product information and mix design.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with Alabama Department of Transportation standard.
- B. Mixing Plant: Conform to Alabama Department of Transportation Standard.
- C. Obtain materials from same source throughout.
- D. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum five years documented experience.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Product Requirements.
- B. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- C. Place bitumen mixture when temperature is not more than 15 degrees F below temperature at when initially mixed and not more than maximum specified temperature.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Binder Course: In accordance with Section 424-B "Superpave Bituminous Concrete Binder Layer, 3/4 inch maximum aggregate size mix, ESAL range A/B" of the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.
- B. Wearing Surface Layer: In accordance with Section 424-A "Superpave Bituminous Concrete Wearing Surface Layer, 1/2 inch maximum aggregate size mix, ESAL range A/B" of the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.
- C. Tack Coat: In accordance with Section 405 "Tack Coat" of the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

2.2 SOURCE QUALITY CONTROL AND TESTS

- A. Section 01400 - Quality Requirements.
- B. Submit proposed mix design for review prior to beginning of Work.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements.
- B. Verify compacted subbase is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.
- D. Verify drainage facilities, manhole frames, water valves, and other utility structures are installed in correct position and elevation.

3.2 PREPARATION - PRIMER

- A. Apply primer in accordance with ALDOT specifications.
- B. Use clean sand to blot excess primer.

3.3 PREPARATION - TACK COAT

- A. Apply tack coat in accordance ALDOT specifications.
- B. Apply tack coat on asphalt and concrete surfaces over subgrade surface at uniform rate.
- C. Apply tack coat to contact surfaces of curbs, gutters and concrete driveway turnouts..
- D. Coat surfaces of manhole and catch basin frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

3.4 PLACING ASPHALT PAVEMENT

- A. Place asphalt binder course within 12 hours of applying primer or tack coat.
- B. Place binder course to thickness identified in schedule at end of section.
- C. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
- D. Place wearing course to thickness identified in schedule at end of section.
- E. Compact each course by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- F. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.5 CURBS

- A. Install extruded asphalt curbs as indicated on Drawings.

3.6 TOLERANCES

- A. Section 01400 - Quality Requirements.
- B. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.
- D. Variation from Indicated Elevation: Within 1/2 inch.

3.7 PROTECTION OF FINISHED WORK

- A. Immediately after placement, protect pavement from mechanical injury for 4 hours or until surface temperature is less than 140 degrees F.

END OF SECTION

ENGINEERING DRAWINGS FOR:

2026 STREET IMPROVEMENTS

FUNDED BY 2026 REBUILD ALABAMA ANNUAL GRANT

CITY OF HARTFORD, ALABAMA

AUGUST 4, 2026

CITY OF HARTFORD

MAYOR: Jeanna Brannon

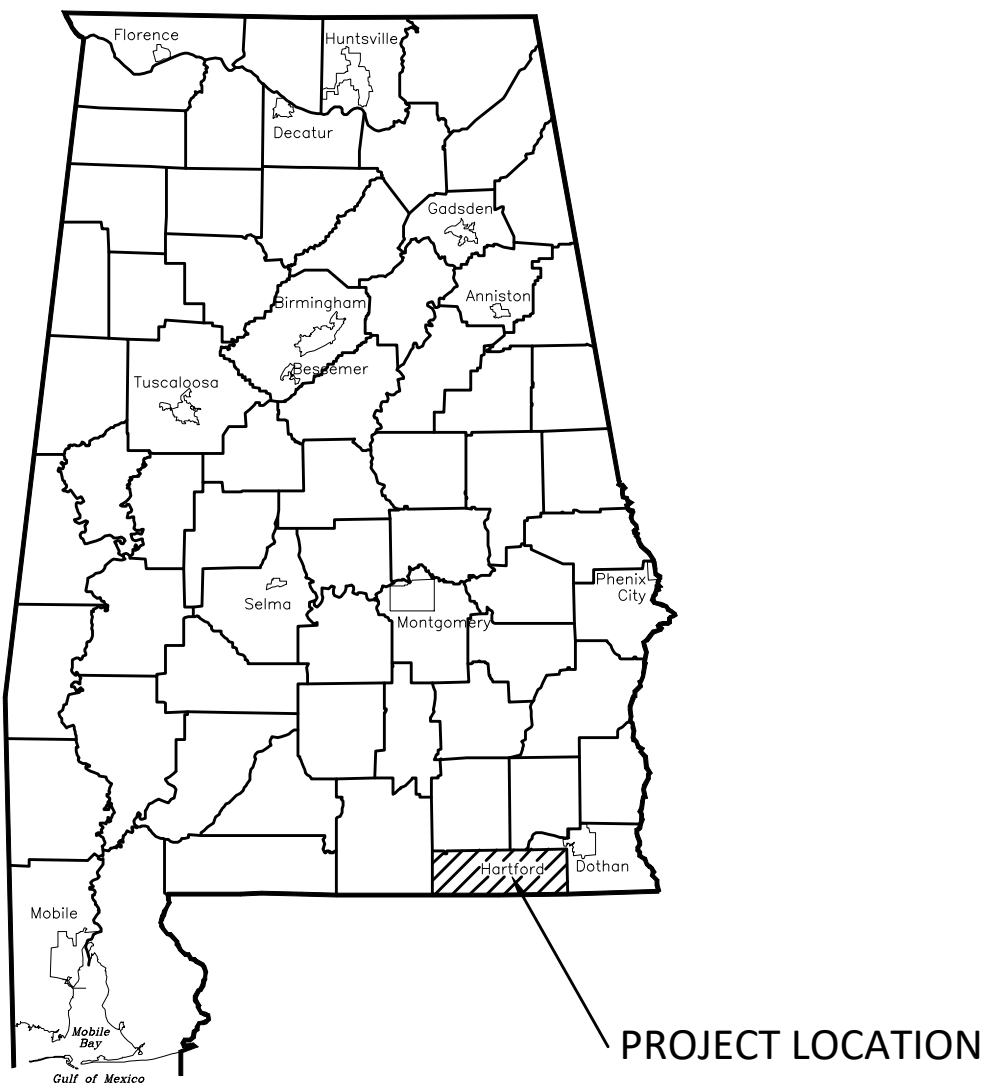
COUNCIL: Stanley Tindell
Ted Thompson
Brandon Watford
Rich Brannon
Dustin Jones

CITY CLERK: Melissa Rosser

UTILITIES SUPERINTENDENT: Patrick Fondren

SHEET INDEX

1. COVER SHEET
2. VICINITY MAP & NOTES
3. CITY SQUARE
4. COUNTY ROAD 45
5. COUNTY ROAD 45
6. SLOCOMB ROAD
7. COUNTY ROAD 69 / SHILOH ROAD
8. COUNTY ROAD 69 / SHILOH ROAD
9. COUNTY ROAD 69 / SHILOH ROAD
10. COUNTY ROAD 69 / SHILOH ROAD
11. PAVING DETAILS



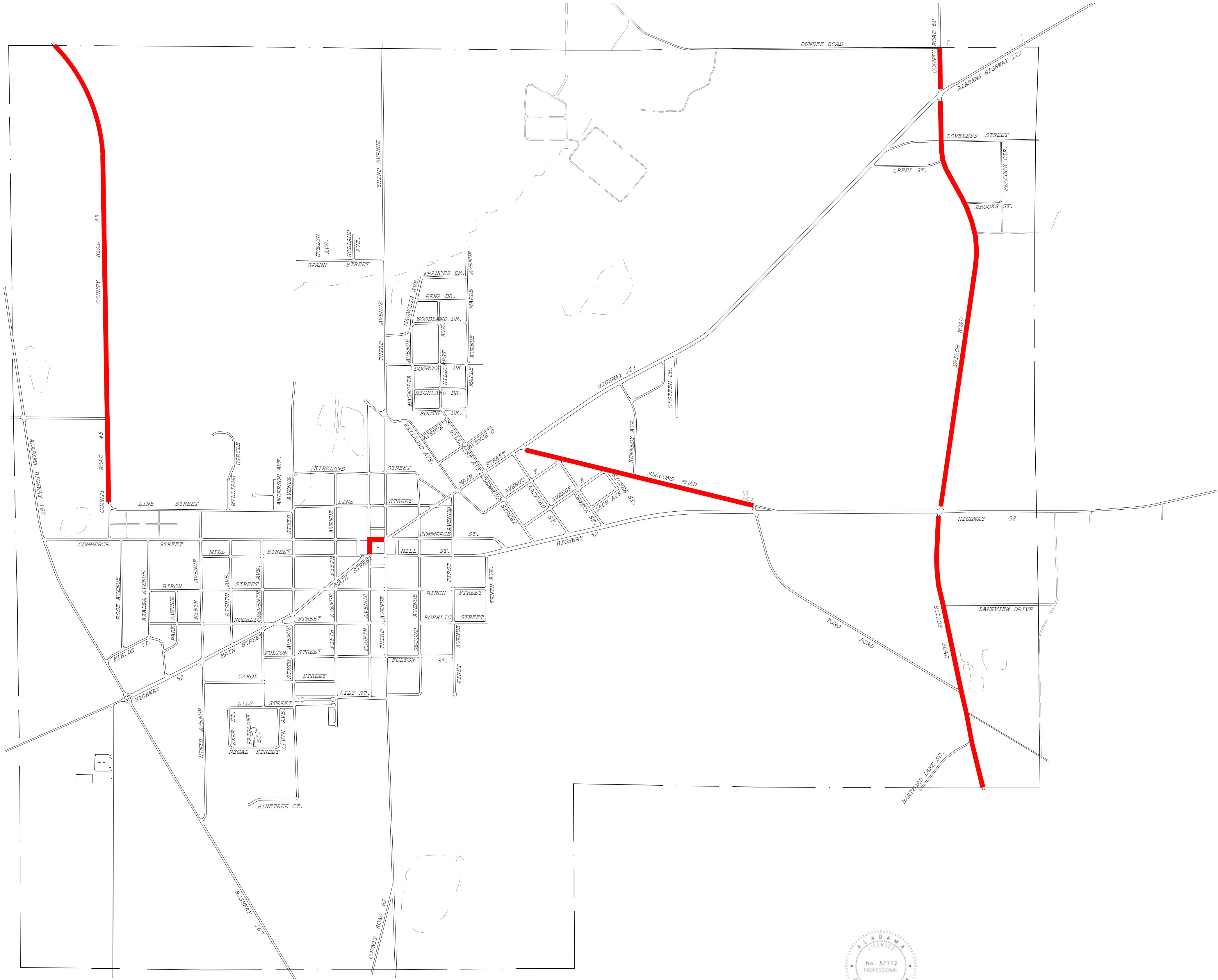
PROJECT LOCATION

LOCATION MAP



Driskell Engineering, Inc.

5210 Judge Logue Road, Newton, Alabama 36652, 334-692-4330
ALABAMA CERTIFICATE OF AUTHORIZATION #ECA3619



GENERAL PROJECT NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING FROM REFERENCE POINTS PROVIDED HEREIN.
2. THE GENERAL LOCATION OF ALL KNOWN UTILITIES ARE SHOWN OR IDENTIFIED HEREIN AND REFLECT THE OWNER'S BEST RECORDS AND ON-SITE INVESTIGATIONS. THE OWNER MAKES NO EXPRESSED OR IMPLIED GUARANTEE OF ACCURACY OR THAT OTHER UTILITIES ARE NOT LOCATED IN CONSTRUCTION VICINITY.
3. THE CONTRACTOR SHALL LOCATE ALL CONFLICTING UTILITIES. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY OF ABOVE AND BELOW GROUND UTILITIES, THEIR PROTECTION, RELOCATION, AND ANY REPAIR REQUIRED WITH NO ADDITIONAL COST TO THE OWNER OR UTILITY CO.
4. THERE ARE OVERHEAD UTILITIES LOCATED IN THE PROJECT AREA, AS SUCH, CONTRACTOR SHALL TAKE SPECIAL PRECAUTION.
5. ALL WORK WITHIN RIGHTS-OF-WAY SHALL BE ACCOMPLISHED IN ACCORDANCE WITH COUNTY AND CITY STANDARDS AND PERMITS. CONTACT CITY AGENCIES 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
6. CONTRACTOR SHALL MAKE AMPLE PROVISION FOR VEHICULAR TRAFFIC ON ALL PUBLIC ROADS AT ALL TIMES. TRAFFIC CONTROL SHALL CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION, PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
7. WHERE EXISTING FACILITIES ARE DISTURBED OR DAMAGED, CONTRACTOR SHALL REPAIR OR REPLACE TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR SHALL PROVIDE EROSION CONTROL FOR ALL AREAS THEY DISTURB, ON OR OFF-SITE, WHERE REQUIRED OR AS DEPICTED. ENACT BMP'S AS THE FIRST ITEM OF CONSTRUCTION.
9. ADDITIONAL SEDIMENT CONTROLS SHALL BE INSTALLED IF ON-SITE INSPECTIONS REVEAL PROBLEMS.
10. EROSION CONTROL DEVICES SHALL BE MAINTAINED AND FUNCTIONAL AT ALL TIMES. THEY SHALL BE INSPECTED DAILY BY THE SITE SUPERINTENDENT. ANY DAMAGED STRUCTURAL MEASURES SHALL BE REPAIRED BY THE CLOSE OF THE FOLLOWING DAY. SEDIMENT CONTROLS SHALL BE REMOVED AFTER UPGRADE AREAS HAVE BEEN STABILIZED.
11. IT SHALL BE THE DUTY AND RESPONSIBILITY OF THE CONTRACTOR TO GIVE THE CITY ENGINEER OR HIS AUTHORIZED AGENT, AND THE PROJECT ENGINEER, ONE WORKING DAY'S NOTICE PRIOR TO STARTING EACH PHASE OF CONSTRUCTION. NOTIFY THE CITY ENGINEER OR HIS AUTHORIZED AGENT AND THE PROJECT ENGINEER THE DAY WORK IS RESUMED AFTER A DELAY FOR ANY REASON. FAILURE TO NOTIFY AS SPECIFIED MAY BE GROUNDS FOR NON-ACCEPTANCE.
12. CONTACT ALL UTILITY OWNERS BEFORE GRADING WORK IS STARTED.
13. DURING RESURFACING OPERATIONS, ALL MANHOLE LIDS, WATER VALVE LIDS, GAS VALVE LIDS, AND ALL OTHER COVERS SHALL BE ADJUSTED TO FINISHED GRADE AND KEPT CLEAN FROM ANY ASPHALT RESIDUE BY THE CONTRACTOR. FINAL ADJUSTMENT OF ALL UTILITY FRAMES, COVERS, VALVES, AND GRATES TO FINISHED GRADE IS INCLUDED IN ASPHALT SURFACE WORK.
14. EXISTING POTHoles SHALL BE PATCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND DETAILS. COORDINATE PAVING PATCH LOCATIONS WITH PROJECT ENGINEER.
15. ALL ASPHALT PATCHES SHALL BE SAWCUT AND REPLACED WITH A MINIMUM 2" ASPHALT THICKNESS.
16. DO NOT PAVE EXISTING TURNOUTS UNLESS OTHERWISE NOTED. FEATHER MILL PAVED DRIVEWAYS AND TURNOUTS FOR A SMOOTH TRANSITION. DO NOT EXTEND PAVING BEYOND EXISTING PAVEMENT.
17. DO NOT PAVE OVER EXISTING CONCRETE GUTTERS.
18. RESTORE IN KIND ALL EXISTING PAVEMENT MARKINGS AND RAISED MARKERS. ALL THERMOPLASTIC PAVEMENT MARKINGS SHALL BE ALDOT CLASS 2, TYPE A.

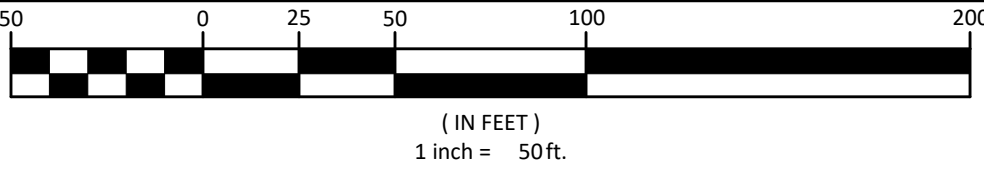
LEGEND

- CITY LIMITS
- == PAVED ROADS
- - - DIRT ROADS
- ~ STREAM OR EDGE OF WATER
- PROJECT LOCATION



8/4/26

GRAPHIC SCALE



DRAWN BY: DRG
CHECKED BY: RDD
PROJECT #: 2601

REVISIONS

Driskell Engineering, Inc.

5210 Judge Logue Road, Newton, Alabama 36352, 334-692-4330
CERTIFICATE OF AUTHORIZATION AL #ECA3619 GA #PEF009094

PROJECT:

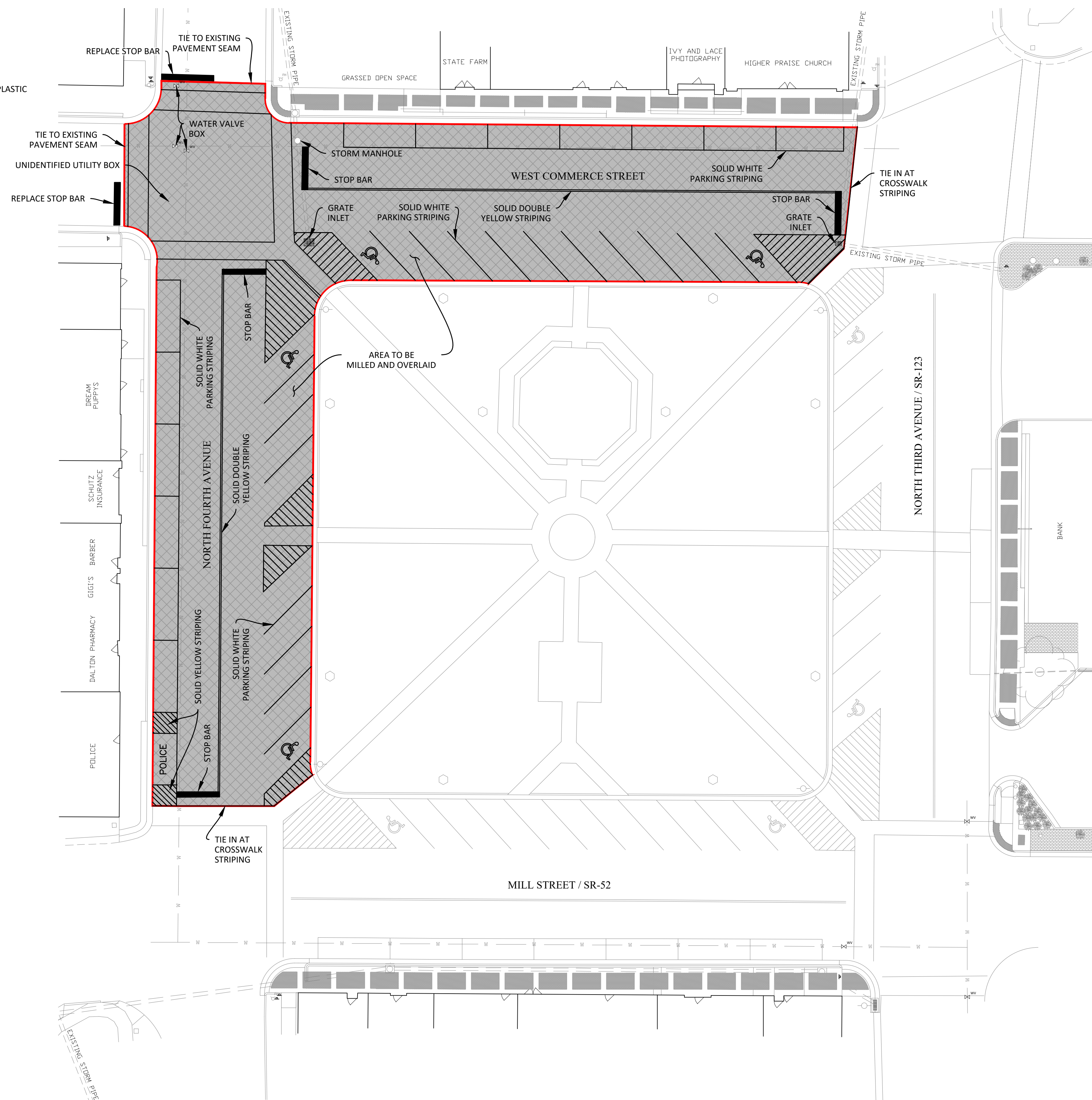
2026 STREET IMPROVEMENTS
CITY OF HARTFORD, ALABAMA

TITLE:

VICINITY MAP & NOTES

SHEET:

2
OF 11



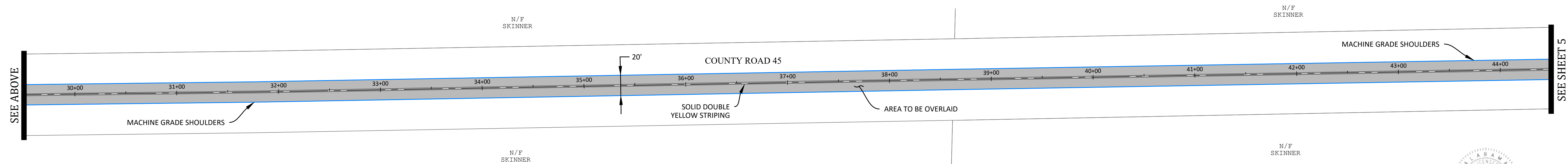
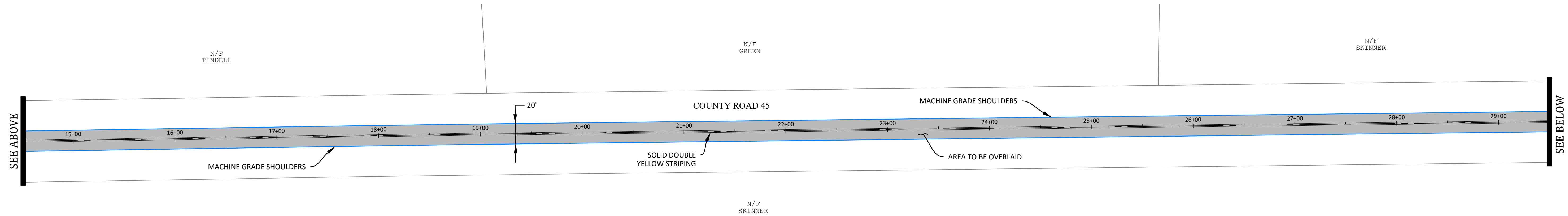
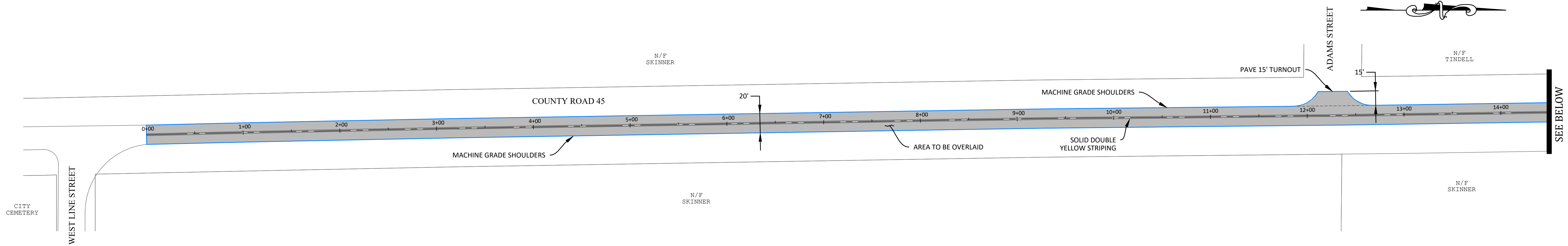
(IN FEET)
1 inch = 20 ft.

REVISIONS

5210 Judge Logue Road, Newton, Alabama 36352, 334-692-4330
CERTIFICATE OF AUTHORIZATION AL #ECA3619 GA #PEF009094

2026 STREET IMPROVEMENTS
CITY OF HARTFORD, ALABAMA

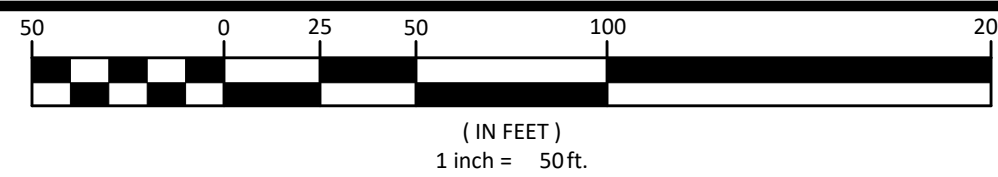
CITY SQUARE



NOTE:
EXISTING PAVING SHALL BE FEATHER MILLED TO CREATE A SMOOTH TRANSITION AT ALL DRIVEWAYS.



GRAPHIC SCALE



DRAWN BY: DRG
CHECKED BY: RDD
PROJECT #: 2601

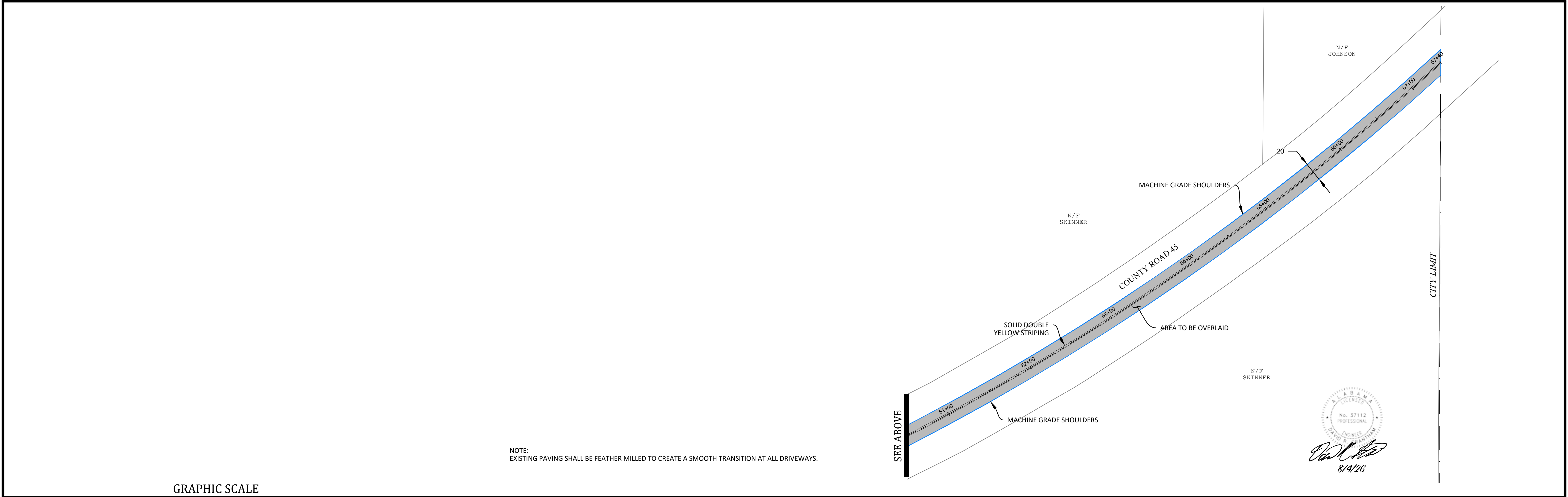
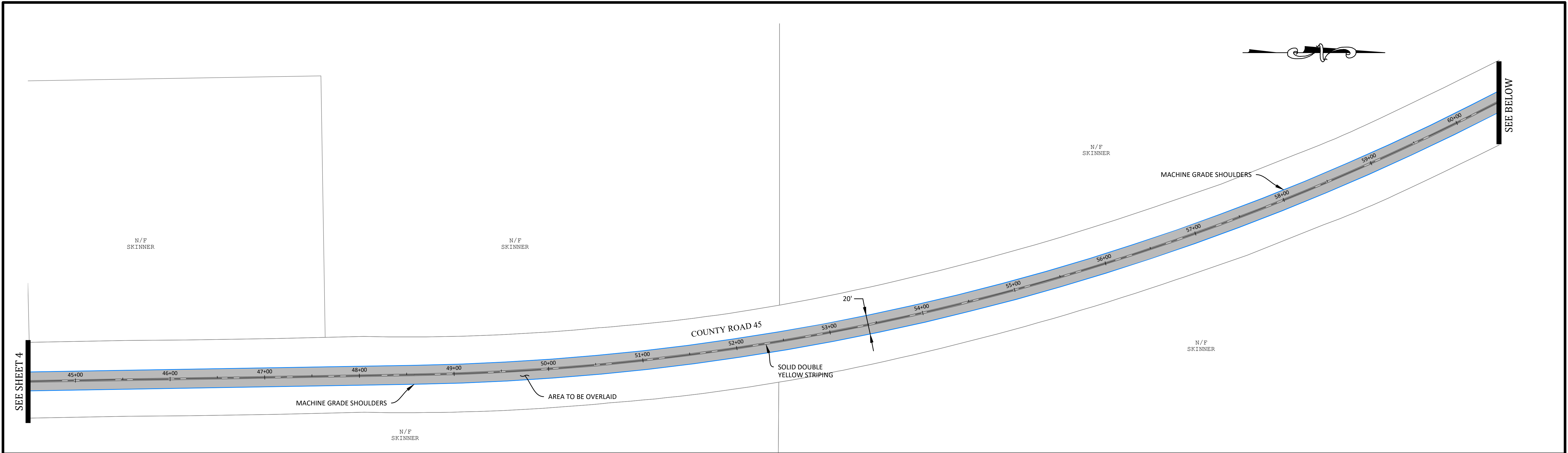
REVISIONS

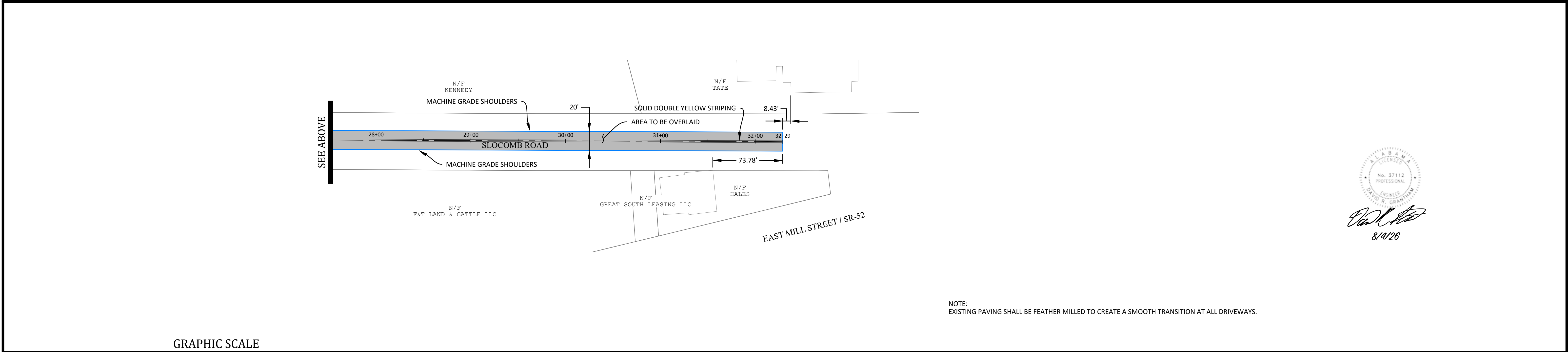
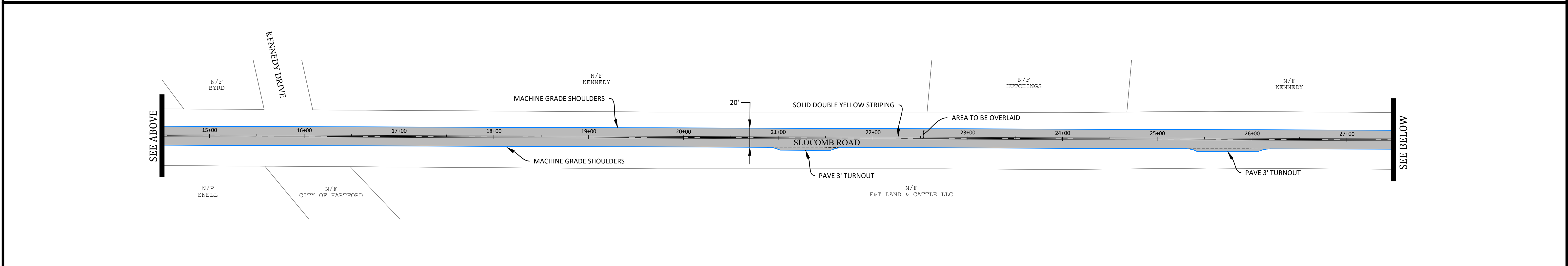
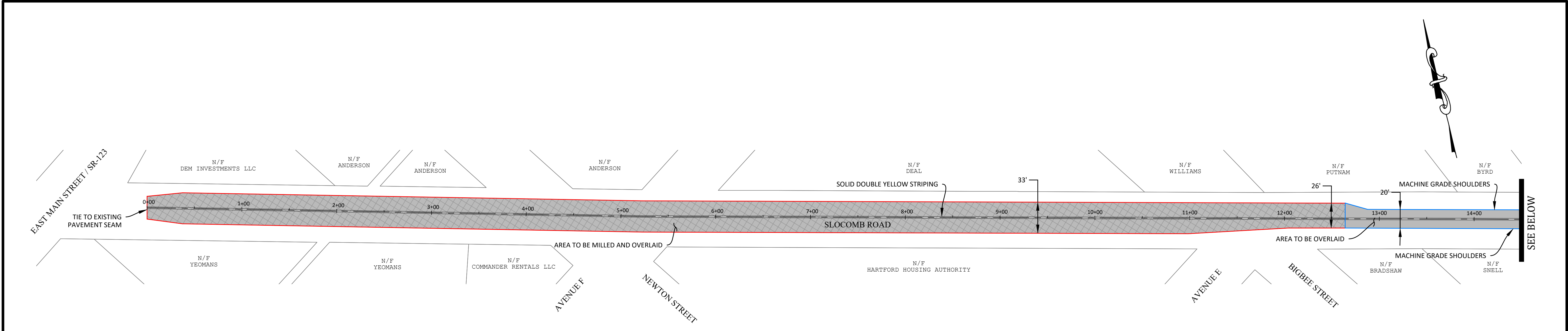
Driskell Engineering, Inc.
5210 Judge Logue Road, Newton, Alabama 36352, 334-692-4330
CERTIFICATE OF AUTHORIZATION AL #ECA3619 GA #PEF009094

PROJECT: 2026 STREET IMPROVEMENTS
CITY OF HARTFORD, ALABAMA

TITLE: COUNTY ROAD 45

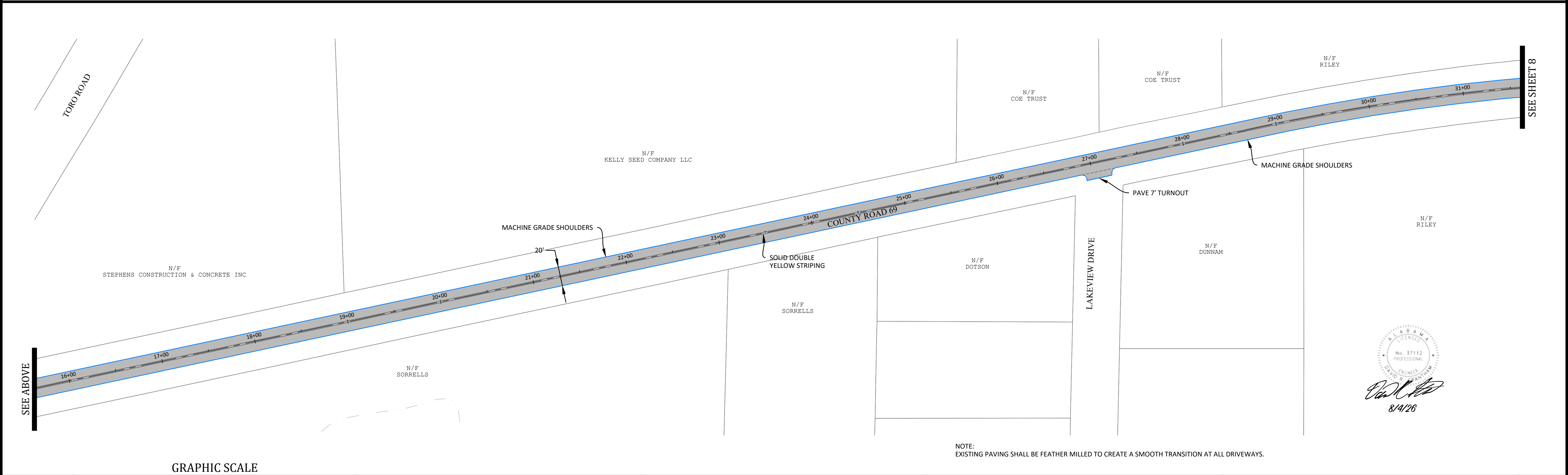
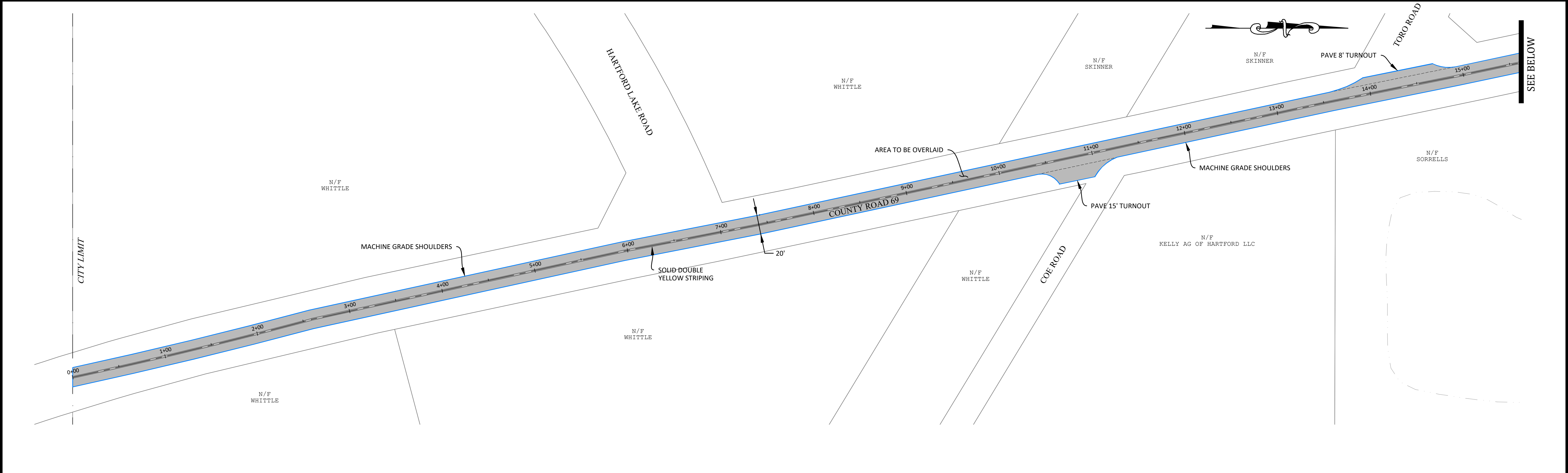
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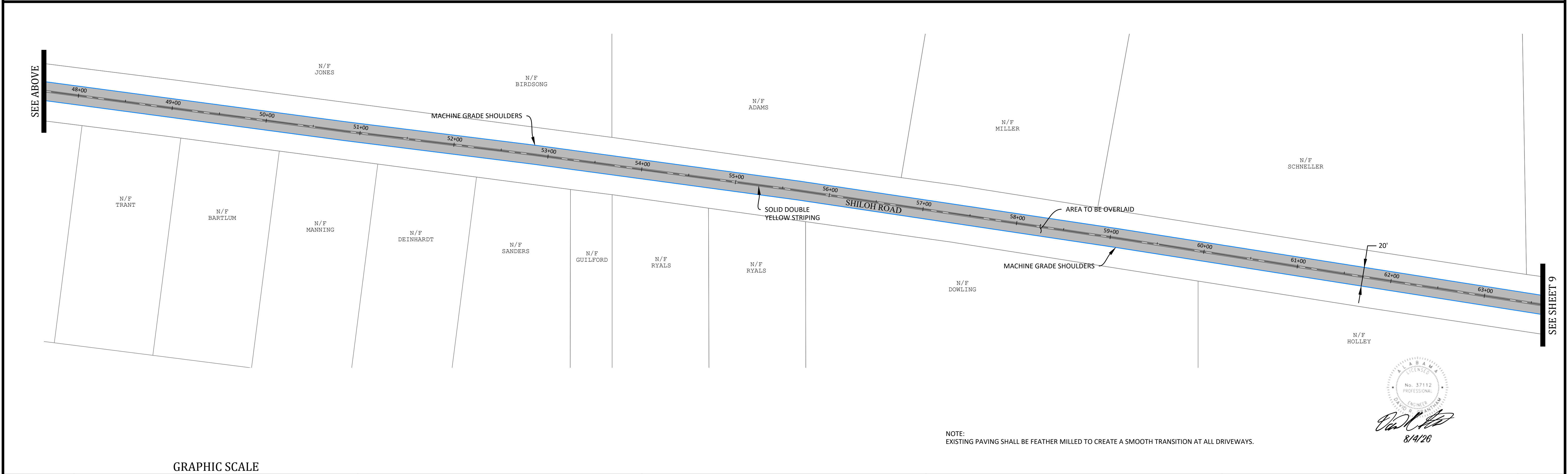
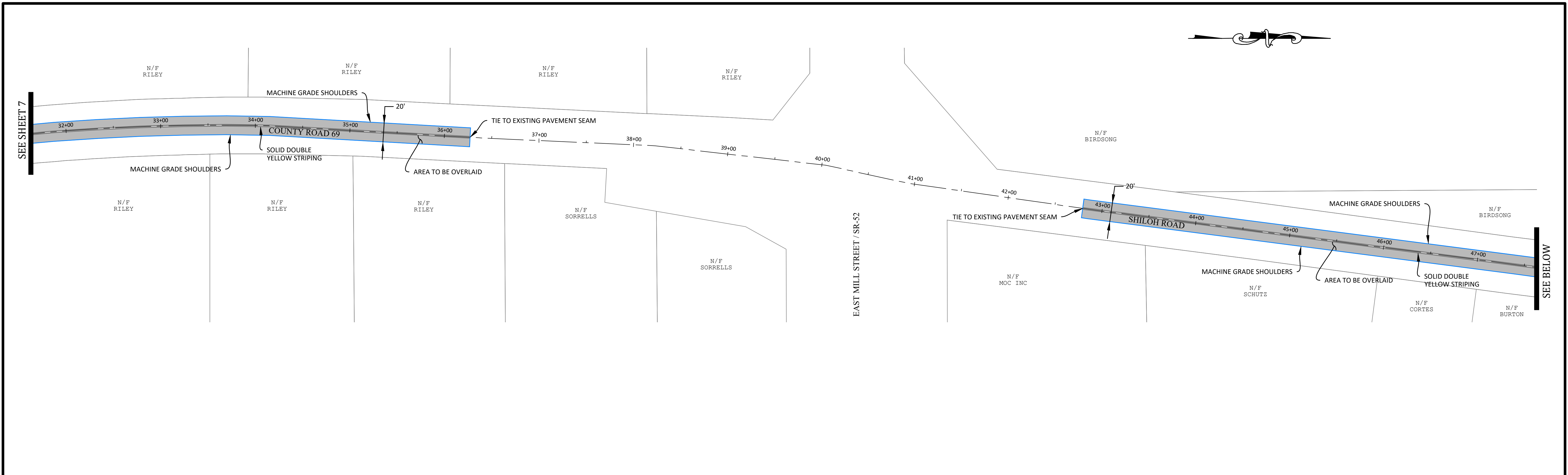
ALABAMA
LICENSED
No. 37112
PROFESSIONAL
ENGINEER
DAVID R. GRANTHAM
8/4/26

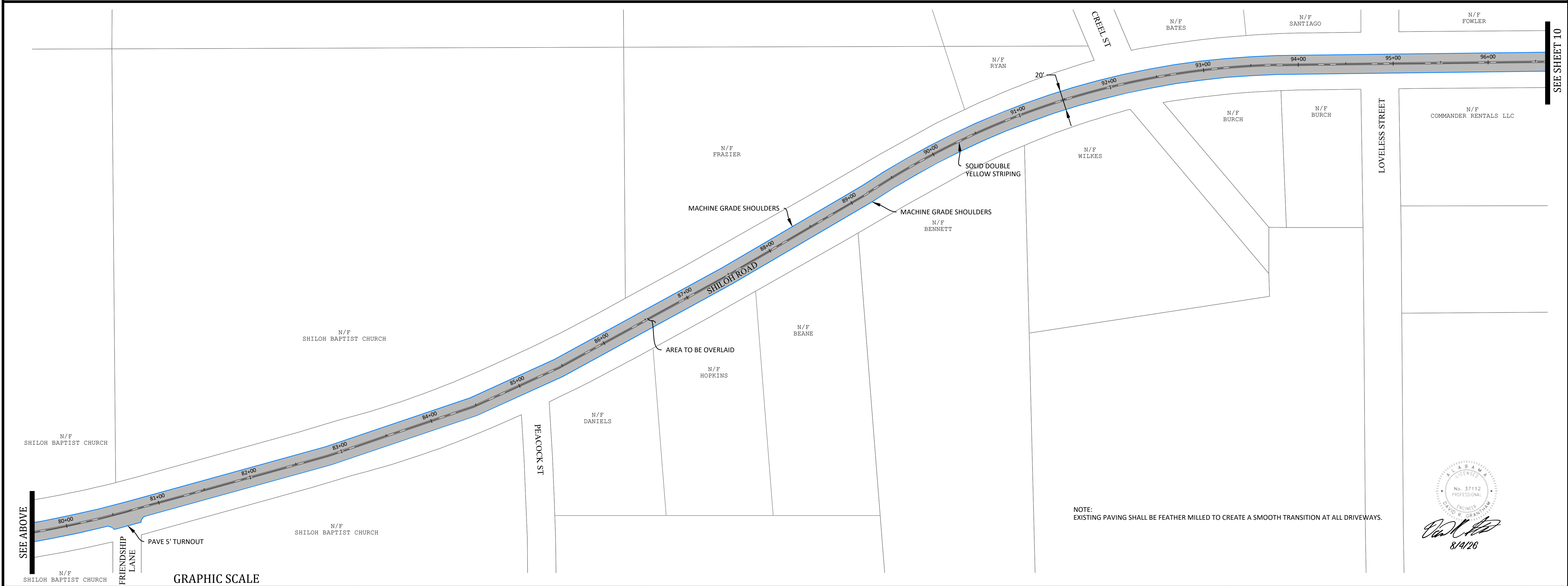
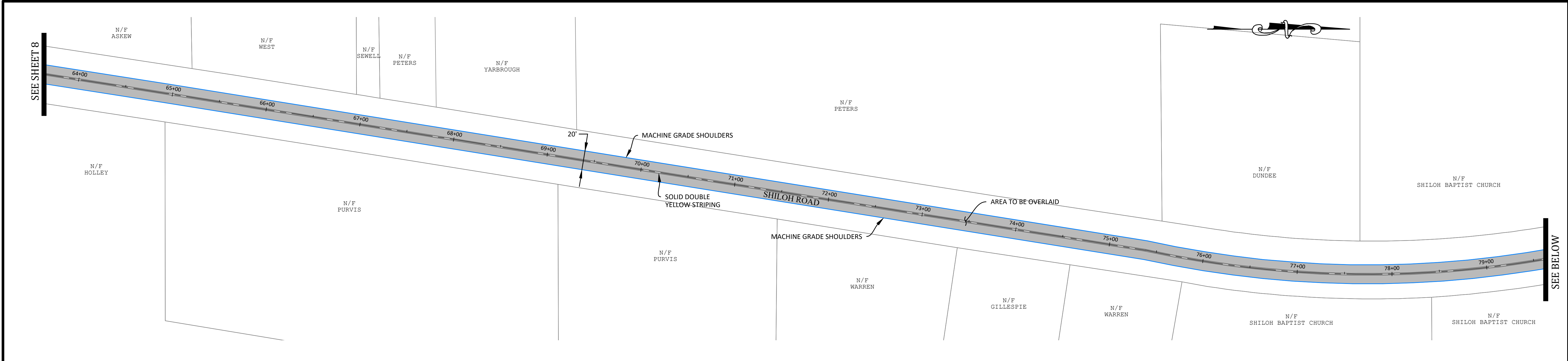
NOTE:
EXISTING PAVING SHALL BE FEATHER MILLED TO CREATE A SMOOTH TRANSITION AT ALL DRIVEWAYS.

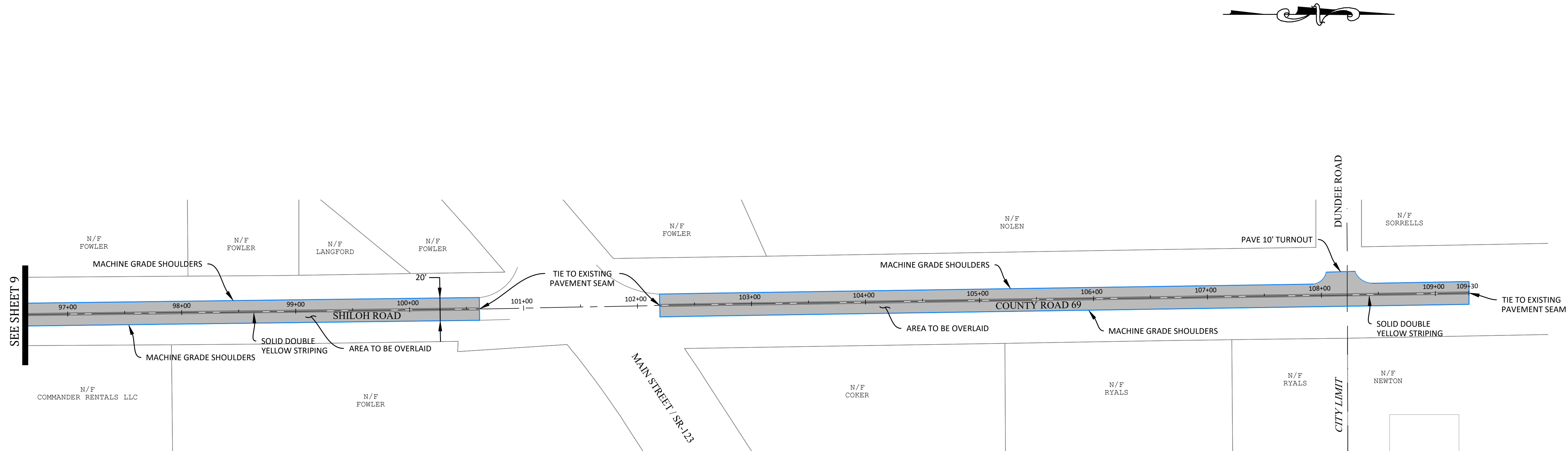


Professional Engineer
No. 37112
Professional
ENGINEER
DAVID R. ANTHONY
8/4/26

NOTE:
EXISTING PAVING SHALL BE FEATHER MILLED TO CREATE A SMOOTH TRANSITION AT ALL DRIVEWAYS.



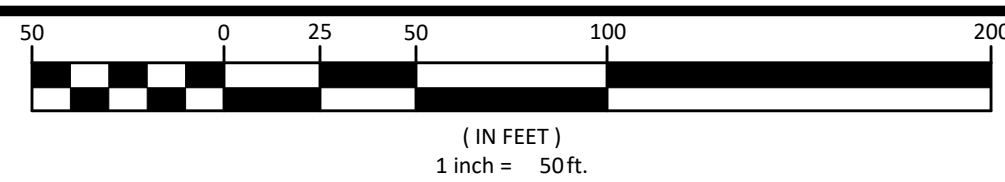




NOTE:
EXISTING PAVING SHALL BE FEATHER MILLED TO CREATE A SMOOTH TRANSITION AT ALL DRIVEWAYS.

ALABAMA
LICENSED
No. 37112
PROFESSIONAL
ENGINEER
DAVID R. DRISKELL
8/4/26

GRAPHIC SCALE



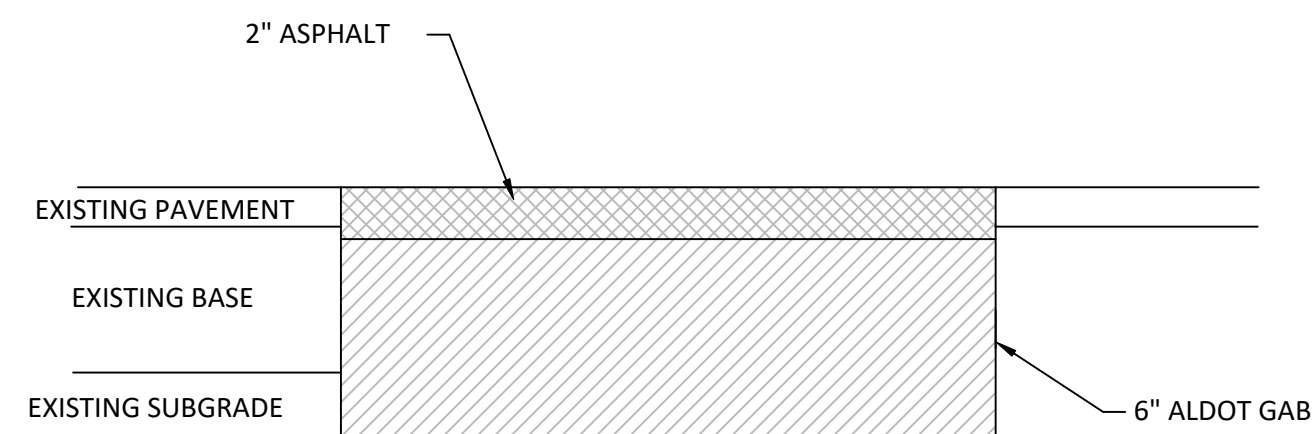
REVISIONS

Driskell Engineering, Inc.
5210 Judge Logue Road, Newton, Alabama 36352, 334-692-4330
CERTIFICATE OF AUTHORIZATION AL #ECA3619 GA #PEF009094

PROJECT: 2026 STREET IMPROVEMENTS
CITY OF HARTFORD, ALABAMA

TITLE: COUNTY ROAD 69 / SHILOH ROAD

SHEET: 10
OF 11

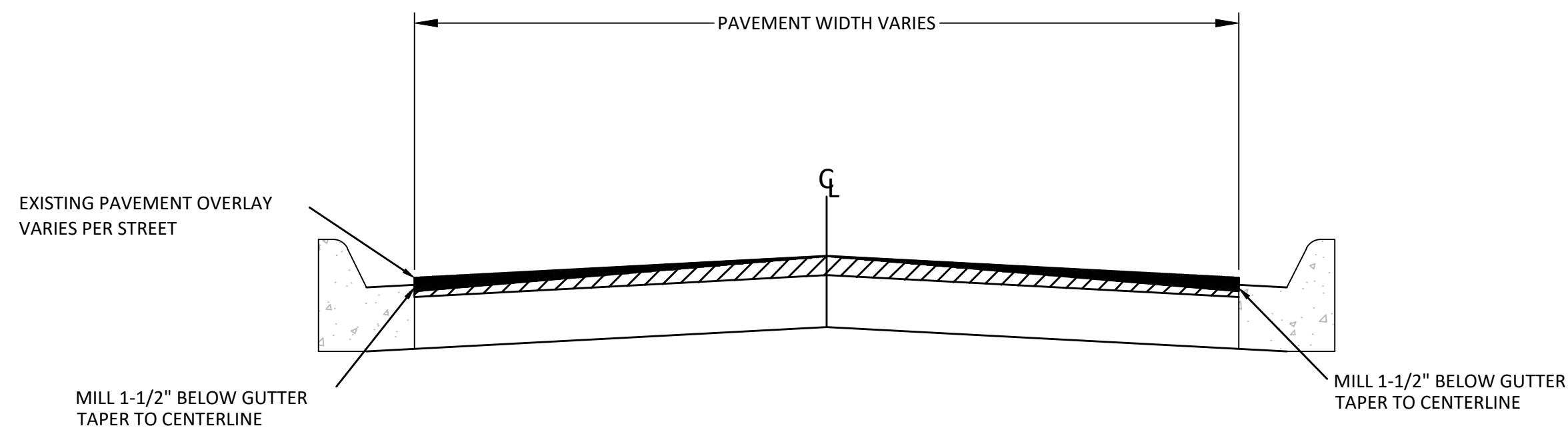


NOTES

1. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED OR CUT WITH A PNEUMATIC CHISEL.
2. SUBGRADE AND BACKFILL TO BE COM-PACTED 100% AASHTO T-99, BASE 95% AASHTO T-180.

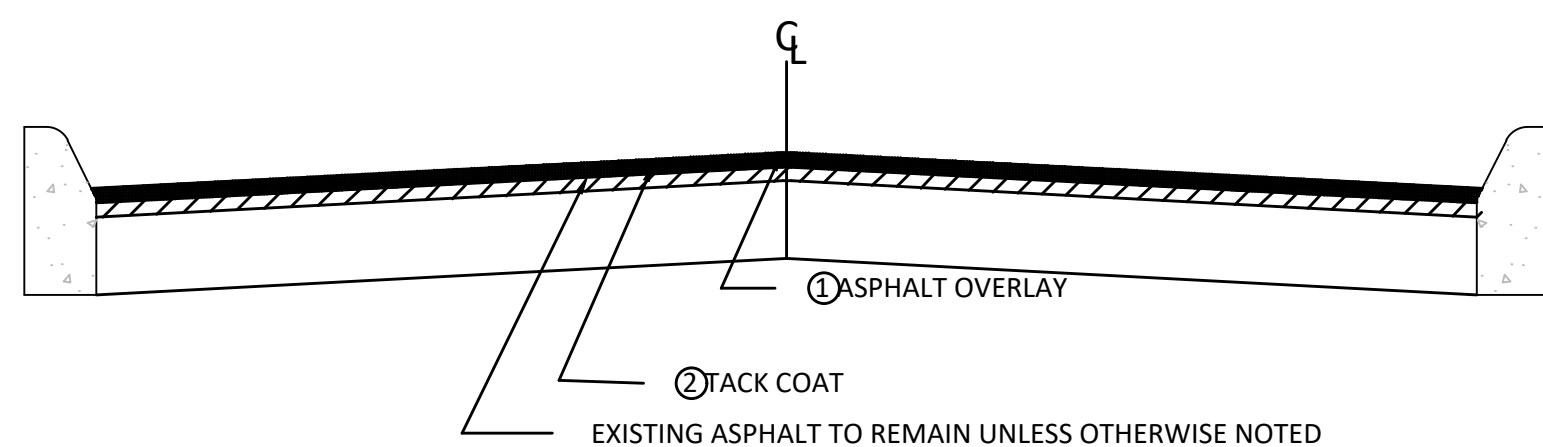
PATCH DETAIL

NOT TO SCALE



MILLING DETAIL

Not to scale

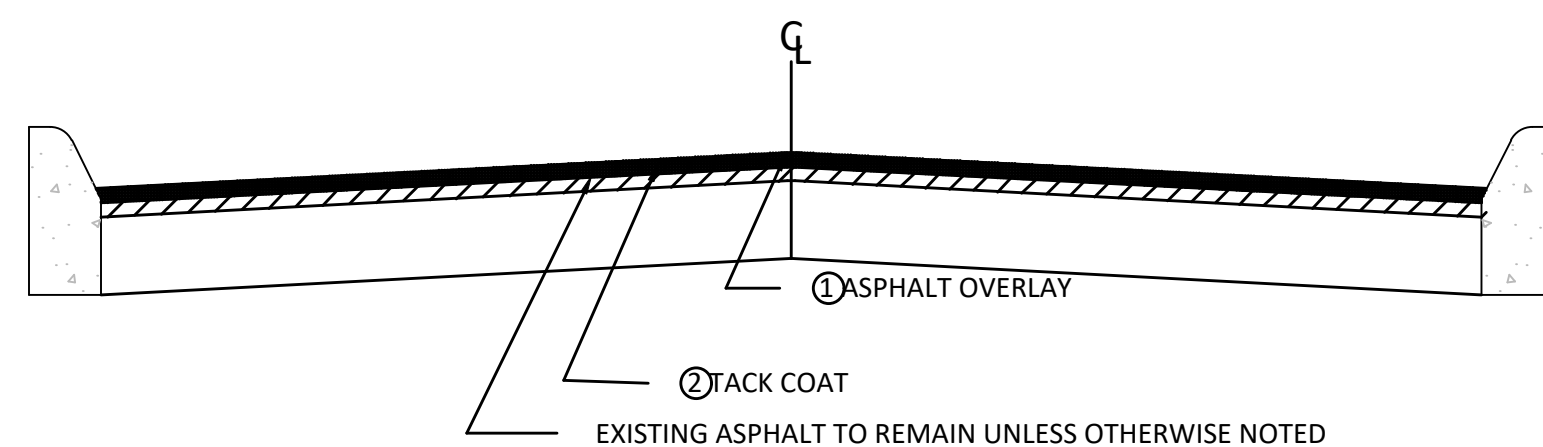


NOTES:

1. 165 LBS/SQ YD - ALDOT 424-A SUPERPAVE BITUMINUOUS CONCRETE WEARING SURFACE LAYER 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B
2. 0.07 GAL/SY - ALDOT 405-A TACK COAT

TYPICAL OVERLAY CROSS SECTION
FOR COMMERCE STREET & FOURTH AVENUE

Not to scale



NOTES:

1. 165 LBS/SQ YD - ALDOT 424-A SUPERPAVE BITUMINUOUS CONCRETE WEARING SURFACE LAYER 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE C/D
2. 0.07 GAL/SY - ALDOT 405-A TACK COAT

TYPICAL OVERLAY CROSS SECTION
FOR SLOCOMB ROAD, CR-45, CR-69, & SHILOH ROAD

Not to scale



DRAWN BY: DRG
CHECKED BY: RDD
PROJECT #: 2601

REVISIONS

Driskell Engineering, Inc.

5210 Judge Logue Road, Newton, Alabama 36352, 334-692-4330
CERTIFICATE OF AUTHORIZATION AL #ECA3619 GA #PEF009094

PROJECT:

2026 STREET IMPROVEMENTS
CITY OF HARTFORD, ALABAMA

TITLE:

PAVING DETAILS

SHEET:

11
OF 11