

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR



MISSISSIPPI VALLEY STATE UNIVERSITY

RICE-TOTTEN STADIUM

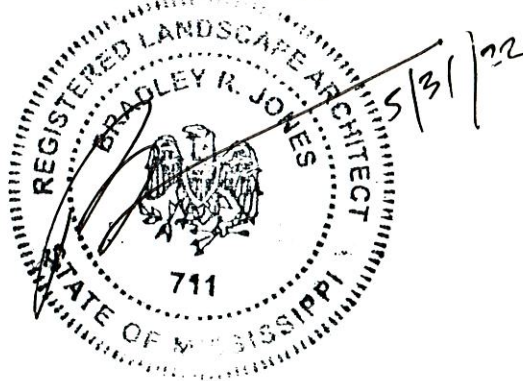
**UPGRADE PROJECT
PHASE 1**

ITTA BENA, MISSISSIPPI

PREPARED FOR

MISSISSIPPI VALLEY STATE UNIVERSITY

Itta Bena, Mississippi



May 31, 2022



111 S. WALNUT STREET • P.O. BOX 1293 • GREENVILLE, MS 38702-1293
662.332.2619 • FAX 662.332.2622 • WWW.WLBURLE.COM

**Mississippi Valley State University
Rice-Totten Stadium Upgrade Project
Phase 1
Itta Bena, MS**

CONTRACT DOCUMENTS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTORY INFORMATION

A. DEFINED TERMS:

1. Bid Documents shall include the following:
 - a. Instructions to Bidders
 - b. Bid Proposal
 - c. Other bidding and contract forms
 - d. Contract Specifications and Drawings
 - e. Addenda issued prior to receipt of bids
2. Terms used in these Instructions to Bidders and elsewhere throughout the Contract Documents are defined in the General Conditions.

B. COPIES OF BIDDING DOCUMENTS:

1. Complete sets of the Bidding Documents may be obtained from www.wlburleplanroom.com. Each qualified bidder will receive a set of the Bid Documents for use in preparing his bid.
2. A complete set of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

C. PRE-BID MEETING:

NOTICE, all Bidders shall attend the non-mandatory, pre-bid meeting held **2:00 p.m. local time** on **Monday, June 20, 2022**, in the Facilities Management Conference Room at Mississippi Valley State University, Itta Bena, Mississippi. Any person or persons who will be attending the pre-bid meeting shall submit their name, company name, telephone number and email address to W.L. Burle Engineers, P.A., 111 South Walnut, Greenville, Mississippi 38701 (Fax No. 662/332-2622, Phone No. 662/332-2619, or by email to Brad Jones(brj@wlburle.com) **at least forty-eight (48) hours prior to the meeting.**

D. EXAMINATION OF BID DOCUMENTS AND SITE:

1. Before submitting a Bid, each Bidder must:
 - a. Examine the Bid Documents thoroughly.

- b. Visit the site to familiarize (him/her) self with local conditions that may in any manner affect cost, progress or performance of the Work.
 - c. Consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work.
 - d. Study and carefully correlate Bidder's observations with the Contract Documents.
 - e. Notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
2. Bidder shall, by examination of the site, satisfy himself of the following:
- a. Nature and location of the site where the Work is to be performed.
 - b. Character, quality, and quantity of surface and subsurface materials, structures and utilities to be encountered.
 - c. Character of construction equipment and facilities needed for performance of the Work.
 - d. General local conditions and shipping facilities.
 - e. Availability of lands and/or disposal facilities.
3. Access to the Site:
- a. On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill any holes, cleanup and restore the site to its former condition.
 - b. The lands upon which the Work is to be performed, right-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the General Requirements or on the Drawings.
4. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

E. INTERPRETATIONS, MODIFICATIONS AND ADDENDA:

- 1. Any prospective Bidder who discovers ambiguities, inconsistencies or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall, in writing, promptly request an interpretation from the Engineer.
- 2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Engineer.

3. Interpretations, corrections or changes will be made only by Addenda, duly issued. Copies of each Addendum will be mailed or delivered to each Bid Document holder of record.
4. Because of the time required to publish and deliver, no Addenda will be issued within the last seven days before the date of opening Bids.
5. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 2 - BASIS OF BIDDING

A. SPECIFIED EQUIPMENT AND MATERIALS:

1. The Contract, if awarded, will be on the basis of equipment and materials described and of manufacturers and suppliers mentioned by name in the Bid Documents (without consideration of possible substitutions or “or equal” items).
2. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the General Conditions.

B. INDIRECT COSTS:

1. The cost of all construction licenses, building and other permits, taxes and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price.
2. The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid price.
3. Tests, inspections and related activities called for throughout the Bid Documents are the responsibility of the Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.
4. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.
5. If the Bid Form includes a bid item for mobilization, the costs of Work in advance or following construction operations and not directly attributable to any specific bid item will be included in the progress estimate as “Mobilization/Demobilization.” When no bid item is provided for “Mobilization/Demobilization,” payment for such costs will be deemed to be included in the other items of the Work.

C. SUBCONTRACTORS:

1. The experience, past performance and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any subcontractor so requested shall be required to furnish experience statements prior to the Notice of Award.
2. If any prospective Bidder is in doubt on the acceptability of any Subcontractor he may request Engineer for a tentative approval.
3. No Contractor shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.

D. CONTRACT TIME:

1. Time is of the essence in the Contract.
2. It is desired that the work under this contract be completed within **45** calendar days after the date specified in the NOTICE TO PROCEED or no later than August 31, 2022.

ARTICLE 3 - BIDDING PROCEDURE

A. PREPARATION OF BID:

1. Prospective Bidders must purchase the Bid Documents and Contract Drawings from www.wlburleplanroom.com if there are any questions regarding website registration, online orders, electronic downloads, or electronic bidding please contact Plan House Printing of Tupelo, MS (Phone No. 662/407-0193). All other questions shall be addressed by contacting W.L. Burle Engineers, P.A., 111 South Walnut, Greenville, Mississippi 38701 (Fax No. 662/332-2622, Phone No. 662/332-2619, or Email dtm@wlburle.com).
2. Bid documents shall be executed in accordance with the bid laws for the State of Mississippi. Bid documents from Non-resident Bidder's shall also be accordance with Title 31, Chapter 3, Section 21 of the Mississippi Code of 1972.
3. The Bid Proposal must be filled out and signed by the Bidder.
4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under his signature and the official address of the partnership must be shown below the signature.
5. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address

and state of incorporation shall be shown below the signature.

6. Names of all persons signing must be printed below their signature.
7. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder.
8. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

B. METHOD OF BIDDING:

1. Bids will be prepared using the Bid Proposal format.
2. Firm bids are required.

C. BID SECURITY:

1. Each Bid must be accompanied by bid security, payable to Owner in the amount of 5% of the total base bid price.
2. The required security shall be in the form of a certified or bank cashier's check or a bid bond on the form prescribed by the AIA, Document A310, Feb. 1970 edition or on a similar form.
3. Bid bond must be executed by a surety meeting the requirements set forth for Article 5 – Bonds and Insurance in the General Conditions.
4. Bid security of the successful Bidder will be retained until he has executed the Agreement and furnished the required performance and payment bonds as set forth in the General Conditions, whereupon bid security will be returned. If the successful bidder fails to execute the Agreement and furnish the performance and payment bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited to Owner.
5. The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of ten days after the Effective Date of the Agreement and the required performance and payment bonds furnished, or the 61st day after the Bid opening. Bid security of other Bidders will be returned within ten days of the Bid opening.

D. SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

Bid must include a list of major subcontractors the Bidder expects to use in the Work. Those to be included shall be as listed with the Bid Form.

E. SUBMISSION OF BID:

1. Bids shall be either submitted at the time and place designated by the Owner or Engineer or submitted to www.wlburleplanroom.com by the designated time and date.
2. Bids submitted in person or via mail or other delivery system at the time and place designated by the Owner or Engineer shall be sealed in an opaque envelope and marked with the following:
 - a. Project name.
 - b. Contract title and number.
 - c. Name and address of Bidder.
 - d. Bidder's Mississippi contractor's license number.
3. If the bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.
4. Bids submitted electronically through www.wlburleplanroom.com shall have a cover page referencing the information listed above in Article 3 E.2.

F. MODIFICATION OR WITHDRAWAL OF BIDS:

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the time set for receiving Bids.
2. Bidders may also modify or withdraw Bids by telegraphic communication at any time prior to the time set for receiving Bids provided the instruction is positively identified. A duly executed document (in the manner that Bid must be executed) confirming the telegraphed modification shall be submitted and received by Owner within three days after the date and time set for receiving of bids.
3. If, within 24 hours after bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 4 - OPENING OF BIDS

A. OPENING OF BIDS:

1. Bids will be publicly opened and read aloud.

2. All bids shall remain open for a period of 30 days after Bids are opened, but Owner may, at his sole discretion, release any Bid at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

A. OWNER'S RIGHT TO REJECT BIDS:

1. Owner reserves the right to reject any and all Bids and waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids or counter proposals, or Bids not accompanied by required information or requested data.
2. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
3. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

B. EVALUATION OF BIDS:

1. In evaluating Bids, Owner shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.
2. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
3. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
4. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
5. The evaluation of bids will also include consideration of completion time if time extends past requested dates. Bid prices will be compared after adjusting for differences in completion time at a rate based upon loss of income.

6. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project and Owner. The evaluation of bids will include consideration of the Base Bid prices, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Owner and which total produces a total within the available funds.

C. NOTICE OF AWARD:

After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 30 days after the date of opening Bids notify the successful Bidder of acceptance of his Bid (indicating which, if any, alternative Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT:

- A. Within five days after the Owner gives Notice of Award to the successful bidder, three unsigned counterparts of the Agreement and all other Contract Documents will be transmitted to the successful bidder.
- B. Within fifteen days thereafter Contractor shall sign and deliver to Owner at least three counterparts of the Agreement with all other Contract Documents attached including performance and payment bonds properly executed.
- C. Within ten days thereafter Owner will sign and return one fully signed counterpart to Contractor.

END OF SECTION

BID PROPOSAL

**Mississippi Valley State University (MVSU)
Rice-Totten Stadium Upgrade Project – Phase 1
Itta Bena, Mississippi**

Proposal of _____ (hereinafter called “BIDDER”), organized and existing under the laws of the State of _____, doing business as _____ to Mississippi Valley State University, (hereinafter called “OWNER”). Bidder hereby proposes to perform all WORK for the **MISSISSIPPI VALLEY STATE UNIVERSITY (MVSU) RICE-TOTTEN STADIUM UPGRADE PROJECT – PHASE 1, ITTA BENA, MISSISSIPPI**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within 10 days after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 45 calendar days after the date specified in the NOTICE TO PROCEED or no later than August 31, 2022. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda:

* Insert “a Corporation”, “a Partnership”, or “an Individual” as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BID PROPOSAL

Rice-Totten Stadium Upgrade – Phase 1

Mississippi Valley state University (MVSU)

Itta Bena, Mississippi

BASE BID:

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.1.2.1	1	Lump Sum	Mobilization/Demobilization	\$_____	\$_____
1.1.2.2	1	Lump Sum	Line Marking for Oval Track, Chute, and Steeplechase, Complete.	\$_____	\$_____
1.2.2.1	150	Square Foot	Patching for Oval Track, Chute, and Steeplechase, Complete.	\$_____	\$_____
1.2.2.2	4,772	Square Yard	Synthetic Surface for Oval Track, Chute, and Steeplechase, Complete.	\$_____	\$_____

TOTAL BASE BID

_____ \$ _____
(Written) (Number)

ADD ALTERNATIVE 1:

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.1.2.3	1	Lump Sum	Pole Vault Area Synthetic Surfacing Demolition, Complete.	\$_____	\$_____
1.1.2.5	1	Lump Sum	Glue Down Existing Delaminated Synthetic Surfaces on Javelin Runway, Long/Triple Runway, and High Jump Runup and Landing Area, Complete.	\$_____	\$_____
1.2.2.3	977	Square Yard	Synthetic Surface for Javelin Runway, Long/Triple Jump Runways, High Jump Runup and Landing Areas, Complete.	\$_____	\$_____

1.2.2.4	150	Square Foot	Patching for Javelin Runway, Long/Triple Jump Runways, High Jump Runup and Landing Areas, Complete.	\$ _____	\$ _____
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ADD ALTERNATIVE 1 TOTAL BID:

_____ (Written)	\$ _____ (Number)
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ADD ALTERNATIVE 2:

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.1.2.4	1	Lump Sum	Grinding Existing Line Markings On Oval Track, Chute, and Steeplechase, Complete.	\$ _____	\$ _____

ADD ALTERNATIVE 2 TOTAL BID:

_____ (Written)	\$ _____ (Number)
--------------------	----------------------

_____ (Signature)	_____ (Address)
----------------------	--------------------

_____ (Title)	_____ (Date)
------------------	-----------------

(License No. if Applicable)

Seal if Bid id By Corporation

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

NOW, THEREFORE,

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

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

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

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

Principal (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must 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: Mississippi Valley State University (MVSU)
Rice-Totten Stadium Upgrade Project – Phase 1
Itta Bena, Mississippi

The OWNER has considered the bid submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Instructions to Bidders. You are hereby notified that your BID has been accepted for items in the amount of \$_____, subject to funding agency’s review and approval of submittals.

You are required by the Instructions to Bidders to execute the AGREEMENT and furnish the required CONTRACTOR’s Performance Bond, Payment Bond and Certificate of Insurance within fifteen (15) calendar days from the date of this Notice to you. The CONTRACTOR shall furnish five (5) original signed copies of the above documents.

If you fail to execute said AGREEMENT and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said 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.

You are required to return an acknowledge copy of this NOTICE OF AWARD to the OWNER, dated this _____ day of _____, 20_____.

OWNER: MISSISSIPPI VALLEY STATE UNIVERSITY (MVSU)

By: _____

Title: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

this the _____ day of _____, 20 _____ .

AGREEMENT
Mississippi Valley State University (MVSU)
Rice-Totten Stadium Upgrade Project – Phase 1
Itta Bena, Mississippi

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the City of Greenville, Mississippi, hereinafter called “OWNER” and _____, doing business as (an individual), or (a partnership), or (a corporation) hereinafter called “CONTRACTOR”. The project has been designed by W. L. Burle, Engineers, P.A. who is hereinafter called PROFESSIONAL and who will act as OWNER’s representative, assume all duties and responsibilities and have the rights and authority assigned to PROFESSIONAL by OWNER with completion of the work in accordance with the CONTRACT DOCUMENTS.

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

1. The CONTRACTOR will commence and deliver the RICE-TOTTEN STADIUM UPGRADE – PHASE ONE, herein after called “PROJECT.”
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the delivery and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 45 calendar days after the date specified in the NOTICE TO PROCEED or no later than August 31, 2022, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms herein for the sum of \$ _____ or as shown on the bid schedule.
5. The term “CONTRACT DOCUMENTS” mean and includes the following:
 - (A) INSTRUCTIONS TO BIDDERS
 - (B) BID PROPOSAL
 - (C) BID BOND
 - (D) AGREEMENT
 - (E) NOTICE OF AWARD
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND

- (H) NOTICE TO PROCEED
- (I) GENERAL CONDITIONS
- (J) SUPPLEMENTAL GENERAL CONDITIONS
- (K) SUPPLEMENTAL GENERAL CONDITIONS (WPCRLF PROJECTS)
- (L) TECHNICAL SPECIFICATIONS
- (M) PROJECT DRAWING
- (N) ADDENDA:

No. _____, dated _____, 20 ____ .

No. _____, dated _____, 20 ____ .

No. _____, dated _____, 20 ____ .

6. The OWNER shall make progress payments on account of the Contract Price the basis of CONTRACTOR's monthly Application for Payment as recommended by PROFESSIONAL. All progress payments will be on the basis of the progress of the WORK measured by the Unit Price established in Bid Proposal. Prior to Substantial Completion, progress payments will be made in an amount equal to 95 percent of WORK completed, less the aggregate of payments previously made and less such amounts as PROFESSIONAL shall determine, or OWNER may withhold in accordance with Article 14 of the General Conditions. If work has been 50% completed as determined by PROFESSIONAL, and if the character and progress of the WORK remain satisfactory to them, there will be no additional retainage on account of WORK completed, in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 97.5% of the work completed.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns:

OWNER: _____

ATTEST:

By _____

Name _____
(Please Type)

Title _____

CONTRACTOR: _____

By _____

Name _____
(Please Type)

Title _____

(SEAL)
ATTEST:

Address _____

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 _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

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

THE CONDITION 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:

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 contract, 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 whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force or effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby 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 unsatisfied.

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

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

By _____

Attorney-in-Fact

Witness as to Surety

(Address)

Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is 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.

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 _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

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

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

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 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby 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 unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)

each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

By _____ (s)
Principal

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is 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.

NOTICE TO PROCEED

DATE: _____

PROJECT: Rice-Totten Stadium Upgrade Project – Phase 1
Mississippi Valley State University (MVSU)
Water and Sewer Improvements Project
Itta Bena, Mississippi

TO: _____

You are hereby notified to commence WORK on the ____ day of _____, in accordance with the AGREEMENT dated _____.

The WORK shall be substantially completed within 45 consecutive calendar days after the date specified in the NOTICE TO PROCEED or no later than August 31, 2022. The date of Substantial Completion is _____. The project shall be completed and ready for final payment by _____.

MISSISSIPPI VALLEY STATE UNIVERSITY (OWNER):

By: _____
Terrence Hurssey, Facilities Management Director

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____

(Title)

this the _____ day of _____, 20 _____.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

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

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

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

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

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

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

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

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

The work shall be as included in the Contract Documents for the Rice-Totten Stadium Upgrade Project – Phase 1, Mississippi Valley State University (MVSU), Itta Bena, Mississippi.

1.1 WORK INCLUDED

The work consists of furnishing all labor, materials and equipment for the project in accordance with contract documents and specifications, including all addenda issued before the receipt of bids.

1.2 WORK SEQUENCE

1.2.1 Pre-Construction Meeting: The Professional shall schedule a pre-construction meeting as soon as possible after the award of Contract and the issuance of a Notice to Proceed. In attendance will be the Owner, Professional, and Prime Contractor for each contract and Subcontractors.

1.2.2 General: The construction sequence shall be determined by the Contractor (subject to Owner's needs). The Contractor shall be responsible for coordinating the project work with that of separate Contractor's and Subcontractors' work.

1.2.3 Scheduled Events: Contractor shall schedule the work to conform to the events and dates given in the Bid Form.

1.2.4 Work Coordination: Before beginning any work, the successful Contractor and Subcontractors shall develop a schedule of operation covering the details of each phase of work and shall submit such schedule to the Owner and Professional for approval. All changes required by either the Owner or Professional shall be adhered to by all Contractors and Subcontractors at no additional cost to the Owner.

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

1.1.2 Lump Sum Items

1.1.2.1 “Mobilization/Demobilization”

1.1.2.2 “Line Markings for Oval Track, Chute, and Steeplechase, Complete”

1.1.2.3 “Pole Vault Area Synthetic Surfacing Demolition, Complete”

1.1.2.4 “Grinding Existing Markings on Oval Track, Chute, and Steeplechase, Complete”

1.1.2.5 “Glue Down Existing Delaminated Synthetic Surfaces on Javelin Runway, Long/Triple Jump Runway 2, and High Jump Runup and Landing Area, Complete”

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

1.2.2 Unit Price Items

1.2.2.1 “Patching for Oval Track, Chute, and Steeplechase, Complete”

1.2.2.2 “Synthetic Surfacing for Oval Track, Chute, and Steeplechase, Complete”

1.2.2.3 “Synthetic Surfacing for Javelin Runway, High Jump Runup and Landing Area, and Long/Triple Jump Runways 1 and 2, Complete”

1.2.2.4 “Patching for Javelin Runway, High Jump Runup and Landing Area, and Long/Triple Jump Runways 1 and 2, Complete”

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General: Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BID PROPOSAL and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum payment item, shall be included in the listed item cost most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials and equipment, and performing any associated quality control, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

1.1.2.1 “Mobilization/Demobilization”

- a. Payment will be made for all costs associated with the mobilization/demobilization of personnel and equipment to/from the project site located at Mississippi Valley State University Rice-Totten Stadium in Itta Bena, Mississippi, Leflore County, MS. Mobilization also includes providing all initial services, bonds, insurance, and temporary facilities.
- b. Unit of measure: lump sum. The total item shall not exceed 5% of the total contract price.

1.1.2.2 “Line Markings, Complete”

- a. Payment will be made for all costs associated with any and all temporary reference markings, paint materials, fuel, labor, maintenance, and all costs incidental thereto for painting all specified line markings for the Oval Track, Chute, and Steeplechase Lanes, complete.
- b. Unit of measure: lump sum.

1.1.2.3 “Pole Vault Area Synthetic Surfacing Demolition, Complete”

- a. Payment will be made for all costs associated with any and all Equipment, disposal, fuel, labor, maintenance, and all costs incidental thereto for demolition of existing synthetic surface in the pole vault area of the track & field facility.
- b. Unit of measure: lump sum.

1.2.2.3 “Grinding Existing Markings, Complete”

- a. Payment will be made for all costs associated with the grinding of all existing Oval Track markings to be flush with the surrounding existing surfacing prior to application of new synthetic surface, including labor, equipment, cleanup, disposal, etc.
- b. Unit of measure: lump sum.

1.2.2.4 “Glue Down Existing Delaminated Synthetic Surfaces, Complete”

- a. Payment will be made for all materials, fuel, labor, maintenance, and all costs incidental thereto associated with the gluing down of all existing delaminated synthetic surface on Long/Triple Jump Runway Number 2, Javelin Runway, and High Jump Runup and Landing Area. Fill metal trays on Long/Triple Jump Runways number 1 & 2 with non-shrink grout.
- b. Unit of measure, lump sum.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BID PROPOSAL and described below. All costs for items of work, which are not specifically mentioned to be included in a particular unit price payment item, shall be included in the listed item cost most closely associated with the work involved. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated quality control, tests and reports, and for performing all work required for each of the price items.

1.2.2 Unit Price Items

1.2.2.1 “Synthetic Surfacing, Complete”

- a. Payment will be made for all costs associated with the preparation for, application of, and cleanup of synthetic

surfacing as specified, including fuel, machinery, materials, labor, disposal of waste materials, etc. for the Oval Track, Chute, and Steeplechase,

b. Unit of measure: square yard.

1.2.2.2 “Patching, Complete”

a. Payment will be made for all costs associated with the patching of specified edges and missing synthetic surfaces on the Oval track, Chute, and Steeplechase, including, fuel, labor, materials, disposal of waste, etc.

b. Unit of measure: square foot.

1.2.2.3 “Synthetic Surfacing, Complete”

a. Payment will be made for all costs associated with the preparation for, application of, and cleanup from synthetic surfacing as specified, including fuel, machinery, materials, labor, disposal of waste materials, etc. for the Javelin Runway, Long/Triple Jump Runways 1 & 2, and High Jump Runup and Landing Area

b. Unit of measure: square yard.

1.2.2.4 “Patching, Complete”

a. Payment will be made for all costs associated with the patching of specified edges and missing synthetic surfaces on the Javelin Runway, Long/Triple Jump Runways 1 & 2, High Jump Runup and Landing Area, including, fuel, labor, materials, disposal of waste, etc.

b. Unit of measure: square foot.

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01041

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- 1.1.4 Communication
- 1.1.5 Location
- 1.1.6 Permits

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- 1.7.3 Suppliers
- 1.7.4 Cooperation

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

This section sets forth procedures, conditions and responsibility for coordination of the total project.

1.1 DUTIES OF RESIDENT SUPERINTENDENT

1.1.1 Coordination: Coordinate the work of all subcontractors and materials suppliers.

1.1.2 Supervision: Supervise the activities of every phase of work taking place on the project.

1.1.3 Mechanical/Electrical: Take special care to coordinate and supervise the work of the plumbing, and electrical subcontractors.

1.1.4 Communication: Establish lines of authority and communication at the job site.

1.1.5 Location: The resident superintendent must be present on the job at all times.

1.1.6 Permits: Assist in obtaining building and special permits required for construction.

1.2 INTERPRETATIONS OF CONTRACT DOCUMENTS

1.2.1 Consultation: Consult with Professionals to obtain interpretations.

1.2.2 Assistance: Assist in resolution of any questions.

1.2.3 Transmission: Transmit written interpretations to concerned parties.

1.3 CESSATION OF WORK STOP

Stop all work not in accordance with the requirements of the Contract Documents.

1.4 DIVISION ONE

Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:

1.4.1 Project Meetings: Schedule and preside at all project meetings.

- 1.4.2 Construction Schedules: Prepare and submit all construction schedules. Supervise work to monitor compliance with schedules.
- 1.4.3 Shop Drawings, Product Data and Samples: Administer the processing of all submittals required by the Project Manual.
- 1.4.4 Monthly Invoices: Assist in preparation of monthly invoices for work completed.
- 1.4.5 Testing: Coordinate all required testing.
- 1.4.6 Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities.
- 1.4.7 Project Closeout: Conduct final inspections and assist in collection and preparation of closeout documents.
- 1.4.8 Cleaning: Direct and execute a continuing cleaning program throughout construction, requiring each trade to dispose of their debris.
- 1.4.9 Project Record Documents: Maintain up-to-date project record documents.
- 1.4.10 Safety Requirements: Enforce all safety requirements.

1.5 CHANGES

Recommend and assist in the preparation of requests to the Professional for any changes in the Contract.

1.6 APPLICATION FOR PAYMENT

Assist in the preparation and knowledge of each entry in the applications for payment.

1.7 SUBCONTRACTOR'S DUTIES

- 1.7.1 Coordination and Supervision: The subcontractor is responsible for coordination and supervision of his employees in the work accomplished under the Contract.
- 1.7.2 Schedules: Conduct work to assure compliance with construction schedules.
- 1.7.3 Suppliers: Transmit all instructions to his material suppliers.
- 1.7.4 Cooperation: Cooperate with the resident superintendent and other subcontractors.

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SECTION 01500
BARRIERS AND TEMPORARY CONTROLS

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- 1.6 ACCESS ROADS AND PARKING AREAS
 - 1.6.1 General
 - 1.6.2 On-Site Roads and Parking

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01500

BARRIERS AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SCOPE

This Section includes general requirements for:

- 1.1.1 Safety and Protection of Work
- 1.1.2 Safety and Protection of Existing Property
- 1.1.3 Barriers
- 1.1.4 Security
- 1.1.5 Environmental Controls
- 1.1.6 Access Roads and Parking Areas

1.2 SAFETY AND PROTECTION OF WORK AND EXISTING PROPERTY

1.2.1 The Work

- 1.2.1.1 CONTRACTOR shall provide for the safety and protection of the Work as set forth in General Conditions. He shall provide protection at all times against rain, wind, storms, frost, freezing, condensation or heat so as to maintain all Work, equipment, and materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be protected.
- 1.2.1.2 PROFESSIONAL shall be notified immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
- 1.2.1.3 ~~CONTRACTOR shall construct and maintain all necessary temporary structures, pits and trenches, manholes and ducts free of water.~~
- 1.2.1.4 ~~Concrete structures less than 28 days old shall not be loaded without written permission from PROFESSIONAL.~~

1.2.2 Existing Property

1.2.2.1 CONTRACTOR shall provide for the safety and protection of existing property as set forth in the General Conditions. Any damage to existing facilities resulting from construction operations shall be reported immediately to the owners thereof and promptly repaired by CONTRACTOR.

1.3 BARRIERS

1.3.1 Furnish, install and maintain suitable barriers as required to prevent personnel from falling into excavations or basin and to protect the Work. Remove when no longer needed, or at completion of Work.

1.3.2 Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards of regulatory agencies.

1.3.3 Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.

1.3.4 Maintain barriers in good repair and clean condition for adequate visibility.

1.3.5 Relocate Barriers as required by progress of Work.

1.3.6 Repair damage caused by installation, and restore area to original or better condition.

1.4 SECURITY

1.4.1 Watchman's Services – OWNER will not provide any watchman's services. CONTRACTOR shall be responsible for security of his equipment and material and that in his custody.

1.5 ENVIRONMENTAL CONTROLS

1.5.1 Dust Control – Provide positive methods and apply dust control materials to minimize raising dust from construction operations and to prevent airborne dust from dispersing into the atmosphere, if applicable.

1.5.2 Water and Erosion Control

- 1.5.2.1 Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties, if applicable.
- ~~1.5.2.2 Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation, if applicable.~~
- ~~1.5.2.3 Control fill, grading and ditching to direct surface drainage away from excavation, pits, tunnels and other construction areas; and to direct drainage to proper runoff, if applicable.~~
- 1.5.2.4 Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water, if applicable.
- 1.5.2.5 Dispose of any water discharged in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas, if applicable.

1.5.3 Debris Control and Clean-Up

- 1.5.3.1 Keep the premises free at all times from accumulations of debris, waste materials and rubbish caused by construction operations and employees. Responsibilities shall include:
 - 1. Adequate trash receptacles about the site, emptied promptly when filled.
 - 2. Periodic cleanup to avoid hazards or interference with operations at the site and to maintain the site in a neat condition.
 - 3. The keeping of construction tools and materials, such as coating containers, application equipment, grinding equipment, forms, etc., neatly stored.
 - 4. Immediate cleanup to protect the Work by removing polyurethane splatter, asphalt, oil, paint, corrosive liquids and cleaning solutions from adjoining surfaces, walls, floors and metal surfaces before surfaces are stained, marred, or otherwise damaged.
 - 5. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements. Final cleanup is specified in Section 01700 CONTRACT CLOSEOUT.

1.5.4 Pollution Control

- 1.5.4.1 Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- 1.5.4.2 Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids. After conferring with the Mississippi Department of Environmental Quality and obtaining their approval, excavate and dispose of any contaminated earth off-site in an approved facility, and replace with suitable clean compacted fill and topsoil.
- 1.5.4.3 Take special measures to prevent harmful substances from entering public water. Prevent disposal of wastes, effluents, chemicals, or other such substances from occurring on property adjacent to streams, or in sanitary or storm sewers.

1.6 ACCESS ROADS AND PARKING AREAS

- 1.6.1 General – CONTRACTOR shall make adequate provisions to prevent unnecessary interference with the use of public and private roads, walkways, drives and parking lots.
 - 1.6.1.1 Provide and maintain temporary parking facilities for use by construction personnel.
 - 1.6.1.2 Remove temporary construction and facilities when no longer needed and restore areas.
 - 1.6.1.3 Maintain roads and walkways in a sound, clean condition.
- 1.6.2 On-Site Roads and Parking
 - 1.6.2.1 Designated on-site streets, driveways, and parking facilities will be used for construction traffic.
 - 1.6.2.2 CONTRACTOR shall use only designated roads and parking facilities.
 - 1.6.2.3 Repair roads, walkways or other areas damaged by operations.

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- 1.1 SCOPE
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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01550

EQUIPMENT AND MATERIALS

PART 1 GENERAL

1.1 SCOPE

This Section includes general requirements for transportation, handling, delivery, storage and protection of Contractor and Owner furnished equipment and materials:

2.1 EQUIPMENT AND MATERIALS

2.1.1 Material and Equipment Incorporated into the Work

2.1.1.1 Conform to applicable specifications and standards.

2.1.1.2 Comply with size, make, type and quality specified, or as specifically approved in writing by the Professional.

2.1.1.3 Manufactured and Fabricated Products – Design, fabricate and assemble in accordance with the best engineering and shop practices.

2.1.1.4 Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

2.1.1.5 Two or more items of the same kind shall be identical, by the same manufacturer.

2.1.1.6 Products shall be suitable for service conditions.

2.1.1.7 Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2.1.1.8 Do not use material or equipment for any purpose other than that for which it is designed or is specified.

2.1.2 Transportation and Handling

2.1.2.1 Shipment Preparation – Contractor shall require manufacturers and suppliers to prepare equipment and materials for shipment in a manner to facilitate unloading and handling, and to protect against

damage or unnecessary exposure in transit against damage or unnecessary exposure in transit and storage. Provisions for protection shall include the following:

1. Crates or other suitable packaging materials.
2. Covers and other means to prevent corrosion, moisture damage, mechanical injury and accumulation of dirt in motors, electrical equipment and machinery.
3. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
4. Grease packing or oil lubrication in all bearings and similar items.

2.1.2.2 Marking – Each item of equipment and material shall be tagged or marked as identified in the delivery schedule or on Compliance Submittals and complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

2.1.2.3 Delivery

1. Arrange deliveries of equipment and materials in accordance with construction schedules, in ample time to facilitate inspection prior to installation, and to avoid delay of the work.
2. Coordinate deliveries to eliminate the necessity for long periods of storage at the site and to avoid conflict with work.
3. Deliver equipment and materials in an undamaged condition, in original containers or packaging, with identifying labels intact and legible.
4. Mark partial deliveries of component parts of equipment to identify the equipment, to permit easy accumulation of parts, and to facilitate assembly.

2.1.2.4 Handling

1. Provide equipment and personnel necessary to unload and handle equipment and materials by methods to prevent damage or soiling to equipment, materials, or packaging.

2. Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.
3. Provide additional protection as necessary during handling to prevent damage to surrounding surfaces.

2.1.2.5 Storage and Protection

2.1.2.5.1 Storage Requirements

1. Store equipment and materials immediately on delivery and protect until completion of the Work. Storage shall be in accordance with manufacturer's recommendations.
2. Store equipment and materials subject to damage by elements in substantial weathertight enclosures.
3. Maintain temperature and humidity within ranges required by manufacturer.
4. ~~Protect motors, electrical equipment, plumbing fixtures, and machinery of all kinds against corrosion, moisture deteriorations, mechanical injury and accumulation of dirt or other foreign matter.~~
5. ~~Protect exposed machined surfaces and unpainted iron and steel as necessary with suitable rust preventive compounds.~~
6. ~~Protect bearings and similar items with grease packing or oil lubrication.~~
7. Handle and store items in a manner to prevent deformation.

2.1.2.5.2 Exterior Storage

1. Provide substantial platforms, blocking or skids to support containerized products above ground, prevent soiling or staining. Cover products, subject to discoloration or deterioration from

exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.

2. Store loose granular materials on solid surface areas to prevent mixing with foreign matter.
3. Provide surface drainage to prevent flow or ponding of rainwater.

2.1.2.5.3 Equipment and materials shall not show any deleterious effects of storage prior to final acceptance of Work.

2.1.2.5.4 Maintenance of Storage

1. Periodically inspect stored equipment and materials on a scheduled basis.
2. Verify that storage facilities comply with manufacturer's product storage requirements, including environmental conditions. Manufacturer's product storage requirements shall be continually maintained.
3. Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
4. ~~For mechanical and electrical equipment in long-term storage, provide manufacturers service instructions on exterior of package. The equipment shall be serviced on a regularly scheduled basis.~~
5. Protection After Installation – Provide substantial coverings as necessary to protect installed equipment and materials from damage from subsequent construction operations. Remove when no longer needed or as specified.

3.1 MANUFACTURER'S INSTALLATION INSTRUCTIONS

3.1.1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions (if not a part of submittals, containers or packaging) to parties

involved in the installation, including a copy to Professional and Resident Superintendent.

- 3.1.2 Maintain one complete set of instructions at the jobsite during installation and until completion.
- 3.1.3 Handle, install, connect, clean, condition and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Professional and Track Consultant for further instructions.
- 3.1.4 Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents, or approved in writing by manufacturer and Professional.

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 - 1.5.2 Substantial and Final Completion

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SCOPE

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 1 through 16. Time of closeout is directly related to "Substantial Completion" and therefore may be either a single time period for entire work or certified as substantially complete at different dates.

1.2 CLEANING

1.2.1 General

- 1.2.1.1 Special cleaning for specific units of work is specified in sections of Divisions 1 through 16.
- 1.2.1.2 Execute cleaning, during progress of the Work and at completion of the Work, as required by General Conditions.
- 1.2.1.3 Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

1.2.2 Periodic Cleaning – Specified in Section 01500

1.2.3 Final Cleaning

- 1.2.3.1 The following are examples, but not by way of limitation, of cleaning levels required:
 - 1. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, grease, mastic, adhesives, fingerprints, stains, films and similar noticeable distracting substances.
 - 2. ~~Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication and other substances.~~

3. Remove debris and surface dust from limited-access spaces including control panels, equipment vaults, manholes and similar spaces.
4. Clean concrete "broom clean."
5. ~~Clean light fixtures so as to function with full efficiency.~~
6. Clean project site, including landscape development areas, of litter and foreign substances. Rake graveled areas; remove stains, petrochemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
7. Remove temporary structures, tools, equipment, supplies and surplus materials.
8. Remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
9. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, bury debris or excess materials on Owner's property or discharge volatile, other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

1.2.4 Repairs

- 1.2.4.1 Repair damaged protective coated surfaces.
- 1.2.4.2 Repair roads, walks, fences, structures, utilities and other items damaged or deteriorated because of construction operations.
- 1.2.4.3 Restore all ground areas affected by construction operations.

1.3 PROJECT RECORD DOCUMENTS

1.3.1 General

In addition to the requirements in the General Conditions, maintain at the project site for the Owner one record copy of the following:

- 1.3.1.1 Drawings

- 1.3.1.2 Specifications
- 1.3.1.3 Addenda
- 1.3.1.4 Change Orders and other Modifications to the Contract
- 1.3.1.5 Reviewed Shop Drawings, Product Data and Samples
- 1.3.1.6 Field test records
- 1.3.1.7 Inspection certificates
- 1.3.1.8 Manufacturers' certificates
- 1.3.1.9 Construction photographs
- 1.3.2 Maintenance of Documents and Samples
 - 1.3.2.1 Store documents and samples in Contractor's field office apart from documents used for construction. Provide files, racks and secure storage space for storage of documents and samples.
 - 1.3.2.2 File documents and samples in accordance with specification format.
 - 1.3.2.3 Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
 - 1.3.2.4 Keep documents and samples available at all times during normal working hours for inspection by Owner and Professional.
- 1.3.3 Recording
 - 1.3.3.1 Label each document "PROJECT RECORD" in neat, large, printed letters.
 - 1.3.3.2 Record information concurrently with construction progress.
 - 1.3.3.3 Drawings: Legibly mark to record actual construction:
 - 1. Depths of various surfacing elements in relation to finish grade.
 - 2. ~~Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.~~

~~3. Location of utilities and appurtenances concealed in the construction, referenced to visible and accessible features of construction.~~

4. Where submittals are used for mark-up, record a cross-reference at corresponding locations on drawings.

5. Field changes of dimension and detail.

6. Changes made by Change Order or other modifications. Note related Change Order numbers where applicable.

7. Details not on original contract drawings.

1.3.3.4 Specifications and Addenda: Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed, particularly optional and substitute items.

2. Changes made by Addenda, Change Order or other modifications.

3. Related submittals.

1.3.3.5 Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the work.

1.3.3.6 Maintenance Manual.

1.3.4 Delivery

1.3.4.1 At Contract closeout, deliver one hard copy and one electronic pdf format copy of Record Documents to Owner.

1.3.4.2 Accompany submittal with transmittal letter in duplicate, containing:

- (1) Date.
- (2) Contract name and number.
- (3) Contractor's name, address and telephone number.
- (4) Number and title of each Record Document.

- (5) Signature of Contractor or his authorized representative.

1.4 WARRANTIES AND BONDS

Specified in GENERAL CONDITIONS

1.5 OPERATING AND MAINTENANCE INSTRUCTIONS

1.5.1 General and Maintenance Instructions – (Equipment furnished by Contractor): Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturers' representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities' operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

1.5.2 Substantial and Final Completion – Specified in GENERAL CONDITIONS.

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3.4.1 Synthetic Surfacing

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DIVISION 02 - SITE WORK

SECTION 02050

DEMOLITION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Demolition

Demolition is the complete removal of existing features as required to provide for the specified construction. The Contractor shall patch, trim-out, refinish, or otherwise prepare and restore to its original condition existing work partially demolished which is to remain, receive new finish, connect to, or be a part of existing or new work.

1.1.2 Payment

No separate payment will be made for demolition. All costs associated with demolition shall be included in the pay item most closely associated with the required demolition.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SCHEDULE

The Contractor shall notify the Professional at least seven calendar days prior to commencing work on each major demolition segment or item, schedule all work to avoid damage, nuisance, and harm to persons or property.

3.2 UTILITIES

The Contractor shall protect all utilities before commencing any work under this section. The Contractor shall coordinate protection of utilities with Mississippi Valley State University.

3.3 EXISTING ITEMS NOT TO BE DEMOLISHED

The Contractor shall execute all demolition work in an orderly and careful manner with due consideration for existing items not to be demolished, including parts of

surrounding areas to remain. The Contractor shall repair or replace damaged items as approved by the Professional at no additional cost to the Owner.

3.4 ITEMS TO BE DEMOLISHED

3.4.1 Synthetic Surfacing

Demolition of delaminated or damaged synthetic surfacing as shown on the drawings and as may be required for installation of the required construction.

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DIVISION 09 - FINISHES

SECTION 09910

TRACK & FIELD SYNTHETIC SURFACE

PART 1 GENERAL

1.1 SUMMARY

1.1.1 This section covers all labor and materials required to resurface the existing track & field synthetic surfacing. The Synthetic Surfacing Contractor is responsible for installing:

- a. All T&F synthetic surfacing labor & materials;

1.2 CODES AND STANDARDS

1.2.1 Codes and standards follow the current guidelines set forth by the World Athletics (WA), the National Collegiate Athletic Association (NCAA) and National Federation of State High School Associations (NFHS). Where discrepancies are noted between these various governing bodies, the rules of the NCAA shall be enforced.

1.3 ABBREVIATIONS

- a. WA = World Athletics (formerly IAAF)
- b. NCAA = National Collegiate Athletic Association
- c. NFHS = National Federation of State High School Associations
- d. T&F = Track & Field
- e. SS = Synthetic Surface
- f. SSC = Synthetic Surfacing Contractor
- g. SSM = Synthetic Surfacing Manufacturer
- h. GC = General Contractor
- i. SBR = Styrene Butadiene Rubber
- j. EPDM = Ethylene Propylene Diene Monomer
- k. UV = Ultra-Violet
- l. PU = Polyurethane
- m. MDI = Methylene Diphenyl Isocyanate
- n. TDI = Toluene Diisocyanate Isocyanate

1.4 RELATED WORK

1.4.1 Drawings and general provisions of the Contract, including General and

Supplementary Conditions and other Division-1 Specification Sections, apply to this Section. The following Sections are specifically related to this Section:

- a. Section 9950 Track & Field Line Markings

1.5 SUBMITTALS

The following information must be submitted by the Synthetic Surfacing Contractor(SSC) prior to commencing work for approval by the Track Consultant and Professional:

- 1.5.1 The SSC's On-Site Project Manager/Superintendent Qualifications:
 - 1.5.1.1 This person will be on-site during all synthetic surfacing installation operations.(Once the installation of the synthetic surfacing begins, no substitution of this person is allowed without permission of the Track Consultant and Professional.
 - 1.5.1.2 Onsite Project Manager/Superintendent must have completed a minimum of 5 facilities, as a Project Manager/Superintendent, which are certified to meet NCAA rules & regulations within the past 3 years utilizing the product(s) specified in these documents.
- 1.5.2 Material specifications of the synthetic surfacing system being proposed
- 1.5.3 Installation process and requirements for subbase (stone, asphalt and concrete) and any conditions that may limit the synthetic surfacing installation or affect quality of installation.
- 1.5.4 Temperature/climatic conditions for proper installation of the synthetic surfacing.
- 1.5.5 Standard specification and application methods for recommended subbase primers, crack filler, patching and leveling materials.
- 1.5.6 Two product samples (one for the Owner & one for the Design Team), a minimum of 6" x 6" in size, the same color, same texture, same thickness, etc. of the synthetic surfacing being installed. This must be a representative sample of the product. This sample must be submitted and approved by the Owner & Design Team, prior to installation. During installation of the synthetic surfacing or at completion of the project this sample may be used as a comparison to judge the quality of the installed product. Separate synthetic surfacing samples are required for each color being installed.
- 1.5.7 Material safety data sheets on all individual components of the system being installed.
- 1.5.8 Provide a letter stating the SSC reviewed and accept the concrete and asphalt specification, if included in the project scope of work. Prior to installing the synthetic surfacing, the SSC must accept the installation of the concrete and asphalt as acceptable to receive the synthetic surfacing, if included in this project.
- 1.5.9 Provide a letter from the SSM approving the SSC as a

certified/acceptable installer of their synthetic surfacing system.

1.5.10 The following information shall be submitted after completion of the specified work:

1.5.10.1 SSC's and SSM's Warranty per Section 1.8, for installation and material respectively.

1.5.10.2 Provide a "Care and Maintenance" manual for the Owner's use in maintaining the synthetic surfacing.

1.6 QUALITY ASSURANCE

1.6.1 The SSC shall coordinate, properly protect, ensure and provide all necessary information to the other sub-contractors that are working on the site. For example:

1.6.1.1 Do not cause any damage to existing or newly installed materials.

1.6.1.2 The existing or newly installed facility components do not receive any excess polyurethane or polyurethane over spray.

1.6.2 Prior to installation, or during installation or at the completion of installation of the synthetic surfacing, if the owner, professional or any design team member has any question or doubt about the quality or formulation of the material, the SSC shall have the product tested. Any material failing to meet specifications will be replaced with new material. Labor & materials shall be at the SSC's expense.

1.7 SPECIFIC SCOPE OF WORK

1.7.1 The following conditions exist and the SSC must verify all existing conditions & quantities prior to bidding and performing any work:

1.7.1.1 It is highly recommended the SSC visit the site, inspect the existing conditions of the track & field synthetic surfacing, the inside and outside oval edge conditions and runway conditions.

1.7.1.2 The SSC is responsible for calculating all dimensions, quantities and pertinent information in preparing their BID.

1.7.1.3 Background Information:

1.7.1.3.1 The existing track oval has 8 x 42" wide lanes with 1 chute for the 100m & 110m hurdles starting lines. The radius appears to be approximately 104.432'.

1.7.1.3.2 There is approximately 2" of track & field synthetic surfacing outside of the painted lane line at lane 8 and approximately 4" of track & field synthetic surfacing inside of the painted

lane line at lane 1.

- 1.7.1.3.3 The existing T&F SS was installed by Beynon Sports Surfaces circa 1998 and was a full pour polyurethane product (BSS 1000) with an encapsulated texture.
- 1.7.1.3.4 The wearing layer has worn off in many areas and most of the painted line markings remain.
- 1.7.1.3.5 Grind all existing track markings flush with surrounding worn synthetic surfacing.
- 1.7.1.4 The existing track &field areas to receive synthetic surfacing are listed below:
 - 1.7.1.4.1 Oval track, 1 chute, and steeplechase lanes
 - 1.7.1.4.2 High jump runup and landing area
 - 1.7.1.4.3 Long/Triple jump runways 1 and 2
 - 1.7.1.4.4 Javelin runway
- 1.7.1.5 Schedule:
 - 1.7.1.5.1 This project must be completed within the time limits set forth in the agreement.
- 1.7.1.6 For all areas to be resurfaced, the SSC shall:
 - 1.7.1.6.1 Cover all bleachers, fences, scoreboards, shot clocks, etc. to prevent the track &field synthetic surfacing from damaging these adjacent structures.
 - 1.7.1.6.2 Remove all grass growing under or through the existing track & field synthetic surfacing.
 - 1.7.1.6.3 Kill all grass & weeds growing in or on the existing concrete curb and asphalt subbase.
 - 1.7.1.6.4 Kill and remove all ant mounds.
- 1.7.1.7 The SSC shall properly prepare, clean & install primer to the existing track & field surfaces included in this project.
- 1.7.1.8 At the track oval, chute & steeplechase, the SSC shall perform the following:
 - 1.7.1.8.1 All delaminated track & field synthetic surfacing shall remain as is.
 - 1.7.1.8.2 All patches and jagged areas to be installed to the best abilities of the SSC. The inside & outside edge of the oval should be as straight & parallel to the painted line as possible.

- 1.7.1.8.3 Patch all jagged edge areas, torn areas, holes in the existing track &field synthetic surfacing, areas along the inside or outside edge of the oval where the 2" painted line will be installed. The SSC can utilize any patching material they wish, as long as the newly installed track &field synthetic surfacing product properly adheres to this patching material. For example, black SBR granules with a single component binder, etc.
- 1.7.1.8.4 All existing patched areas can remain as is.
- 1.7.1.8.5 Along the inside edge of the steeplechase lane, patch jagged edge areas, areas to receive new painted line and paint the new line on the new resurfaced area, not on the concrete curb.
- 1.7.1.8.6 There are sleeves in the oval track synthetic surfacing for a portable aluminum curb, they shall remain as is.
- 1.7.1.8.7 The Steeplechase water jump is located inside of turn 1 and it will remain in this location. The SSC shall remove the existing water jump hurdle & seal and give these items to the owner. The SSC shall resurface the existing water jump cover, the entry lane and the exit lane. The exposed water jump concrete shall remain as is and exposed.
- 1.7.1.8.8 Install specified track &field synthetic surfacing product to this area.
- 1.7.1.9 At the two long & triple jump runways with concrete subbase, the SSC shall perform the following:
 - 1.7.1.9.1 Runway closest to the oval is Runway #1 and the runway closest to the pole vault is Runway #2.
 - 1.7.1.9.2 Patching for both runways shall be carried out by SSC.
 - 1.7.1.9.3 Runway #1: All delaminated track &field synthetic surfacing shall remain as is, remove wood take-off boards and fill two metal trays with non-shrinking cement – this runway is not currently used.
 - 1.7.1.9.4 Runway #2: Glue down all delaminated areas, patch holes, remove wood take-off boards and fill two metal trays with non-shrinking cement.
 - 1.7.1.9.5 Install specified track &field synthetic surfacing

- product to this area.
- 1.7.1.10 At the one Pole Vault Runway & Landing Area with concrete subbase, the SSC shall perform the following:
 - 1.7.1.10.1 Remove and dispose of all existing track & field synthetic surfacing.
 - 1.7.1.10.2 Clean concrete subbase of all debris and trim grass along all edges.
 - 1.7.1.10.3 *NOTE: Owner to remove all concrete debris at the northeast end of the runway and repair this area.*
 - 1.7.1.11 At the High Jump Runup & Landing Area with concrete subbase, the SSC shall perform the following:
 - 1.7.1.11.1 Glue down all delaminated areas and patch holes.
 - 1.7.1.11.2 Install specified track & field synthetic surfacing product to this area.
 - 1.7.1.11.3 *NOTE: Owner to remove the pile of sand.*
 - 1.7.1.12 At the Javelin Runway with concrete subbase, the SSC shall perform the following:
 - 1.7.1.12.1 Install patching material on this runway.
 - 1.7.1.12.2 Glue down all delaminated areas, patch holes & edges.
 - 1.7.1.12.3 Install specified track & field synthetic surfacing product to this area.
 - 1.7.2 The SSC shall provide all labor, materials and equipment to perform the following work as designated in these specifications and to ensure a successful installation:
 - 1.7.2.1 The installation of all new track & field synthetic surfacing materials.
 - 1.7.2.2 Repair all areas damaged by SSC, clean-up all glue, and remove excess track & field synthetic surfacing, primers and similar products. All trim cuts shall be neat and clean; on all curves & straights the trim-out shall follow the adjoining object for accuracy and neatness; i.e. concrete curb or painted line, etc.

1.8 WARRANTY/GUARANTEE

- 1.8.1 Warranty period to be three years on the new materials and installation. The warranty covers the new materials and the installation of the new materials properly adhering to the existing track & field synthetic

surfacing only.

- 1.8.2 There is no warranty on the existing track & field synthetic surfacing, on the new patches or the gluing down of the existing track & field synthetic surfacing as performed by the SSC.

PART 2 PRODUCTS

2.1 TRACK & FIELD SYNTHETIC SURFACE

- 2.1.1 The T&F SS shall be as per the SSC's and /or SSM's specifications, plus the following requirements and where discrepancies exist, they shall be brought to the attention of the Owner & Design Team prior to Bidding and Installation.
- 2.1.2 The following synthetic surfacing contractors (SSC's) are approved for bidding.
 - 2.1.2.1 Astroturf, Serge Silva, cell #315-436-8892.
 - 2.1.2.2 Beynon Sports Surfaces, Seth Sheridan, cell # 615-892-0382.
 - 2.1.2.3 GeoSurfaces, Bryan Conley, cell 704-363-0274.
 - 2.1.2.4 Or contractor with similar background and qualifications.
- 2.1.3 Product:
 - 2.1.3.1 'Structural Spray Wearing Layer' as found on the industry standard Basemat with Structural Spray System.
- 2.1.4 Colors:
 - 2.1.4.1 SSC to provide their standard brick red color.
- 2.1.5 Thickness:
 - 2.1.5.1 Each SSC must install their standard thickness as found on their standard Basemat with Structural Spray System.
- 2.1.6 Materials: Structural Spray Wearing Layer
 - 2.1.6.1 All materials must be approved by the SSM & SSC and must be compatible with each other. All materials must meet the SSM's standard specifications, brochures and website information plus these specifications.
 - 2.1.6.2 Primer:
 - 2.1.6.2.1 SSC approved primer for asphalt, concrete and T&F SS.
 - 2.1.6.3 EPDM Granules:
 - 2.1.6.3.1 The colored, virgin synthetic rubber granules must be EPDM granules containing a minimum of 20% EPDM.
 - 2.1.6.3.2 The granules should be 0.5mm to 1.5mm in size.
 - 2.1.6.3.3 Color must be the SSM's standard red.
 - 2.1.6.4 Polyurethane Binder:

- 2.1.6.4.1 The single component binder is 100% polyurethane and moisture cured.
- 2.1.6.4.2 The binding agent is based on MDI and the use of any TDI must meet all local, state and federal requirements.
- 2.1.6.4.3 The binder must have no solvents and no extenders (plasticizer).
- 2.1.6.5 Polyurethane Structural Spray
 - 2.1.6.5.1 The single component, 100% solids, pigmented PU spray coating must be mixed with the same color EPDM granules.
- 2.1.6.6 All EPDM granules and PU Structural Spray must match in color.
- 2.1.6.7 The same components and materials utilized in the SSM's WA approved product must be used in this installation.

PART 3 EXECUTION

3.1 INSPECTION AND ACCEPTANCE

- 3.1.1 Examine all surfaces and contiguous elements to receive work of this section and correct, as part of the Work of this Contract, any defects affecting installation.

3.2 INSTALLATION REQUIREMENTS

- 3.2.1 The following installation requirements must be met by the SSC:
 - 3.2.1.1 Installation by SSC approved project manager/superintendent, applicators and technicians. Local laborers may be hired for non-technical work, only.
 - 3.2.1.2 It is the SSC's responsibility to clean and keep clean the areas to receive the T&F SS.
 - 3.2.1.3 Apply T&F SS in dry weather when pavement and atmospheric temperatures are 50 degrees or above and are anticipated to remain above 50 degrees for 24 hours after T&F SS installation.
 - 3.2.1.4 Apply T&F SS in non-windy conditions.

3.3 INSTALLATION

- 3.2.2 Structural Spray Wearing Layer
 - 3.2.2.1 The SSC shall only install the new material when no rain or inclement weather is imminent within the drying period of the material.
 - 3.2.2.2 Primer:

- 3.2.2.2.1 Install the primer to ensure the new or existing materials adhere to the subbase, existing T&F SS and each spray layer adheres to the previously installed spray layer, as needed.
- 3.2.2.2.2 This primer may be spray applied or rolled applied.
- 3.2.2.2.3 All products must be installed on the primer within 24 hours.
- 3.2.2.3 Structural Spray Wearing Layer:
 - 3.2.2.3.1 Two spray applications, the second spray layer must be applied in the opposite direction of the first spray layer for uniform & non-streaking coverage.
 - 3.2.2.3.2 Total spray applications shall be approximately 3.1lbs/sy or as identified in the SSC's specifications.
- 3.2.2.4 All installation methods & practices must meet industry standards and meet the standard installation methods as identified in the SSC's specifications, brochures and website.

3.4 TIMING, LIMITATIONS, AND CONDITIONS AFFECTING INSTALLATION

- 3.4.1 Weather and Climate: If in the opinion of the SSC or the Owner, weather and climatic conditions are having or will have an adverse effect on installation; work shall be delayed until the adverse condition has passed.
- 3.4.2 Adjacent and Concurrent Construction: Installation shall not take place until the completion of the adjacent or concurrent construction operations which generate dust, airborne abrasives, or any other by-product that, in the opinion of the Owner or SSC, would be harmful to the T&F SS material. Under specific direction of the Owner, the SSC may be allowed to cover the track material with an approved covering if such harmful construction operations must occur after the SS material has been installed.

- End of Section -

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DIVISION 09 - FINISHES
SECTION 09950
TRACK & FIELD LINE MARKINGS

PART 1 GENERAL

1.1 SUMMARY

1.1.1. This section covers all labor and materials required to install the T&F line markings. The SSC is responsible for the calculations, layout and installation of all painted line markings or the SSC best effort to paint the new lines on top of the existing lines.

1.2 CODES AND STANDARDS

1.2.1. Codes and standards follow the current guidelines set forth by World Athletics (WA), the National Collegiate Athletic Association (NCAA) and National Federation of State High School Associations (NFHS). Where discrepancies are noted between these various governing bodies, the rules of the NCAA shall be enforced.

1.3 ABBREVIATIONS

- A. WA = World Athletics (formerly IAAF)
- B. NCAA = National Collegiate Athletic Association
- C. NFHS = National Federation of State High School Associations
- D. USATF = United States of America Track & Field (National Governing Body)
- E. NBNO = New Balance National Outdoors (High School National Championships)
- F. T&F = Track & Field
- G. SS = Synthetic Surface
- H. SSC = Synthetic Surfacing Contractor
- I. SSM = Synthetic Surfacing Manufacturer
- J. GC = General Contractor
- K. UV = Ultra-Violet
- L. TBD = To Be Determined

1.4 RELATED WORK

1.4.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section. The following Sections are specifically related to this Section:

1.4.1.1 Section 09910 - Track & Field Synthetic Surface

1.5 SUBMITTALS

1.5.1 The following information must be submitted by the Contractor for approval.

1.5.1.1 A drawing depicting the colors of all line markings and labels of the events. Also, all symbols and markings clearly identified, illustrated, and their colors stated. The recommended NCAA colors shall be used.

1.5.1.2 *Review & modify this written specification as needed and submit this specification on the Contractor's letterhead as a submittal.*

1.5.1.3 Installation process and requirements for line markings and any conditions that may limit the installation or affect quality of installation.

1.5.1.4 Material safety data sheets on all products, as necessary.

1.5.1.5 The line marker's name and cell phone number that is performing this work.

1.5.1.6 The line marking do not need to be certified, no survey required.

PART 2 PRODUCTS

2.1 PAINT

2.1.1 The paint must be approved by the SSC & SSM.

2.1.1.1 Temporary reference markings must be removed at the completion of the project or within the following 14 days; i.e. chalk.

2.1.2 Paint must be UV stable.

PART 3 EXECUTION

3.1 SUMMARY

3.1.1 General line markings of the 400 meter T&F events shall be spray applied, using only paint, primers and finishes supplied and guaranteed by the SSC & SSM.

- 3.1.2 No line markings shall be installed if the weather conditions are not proper; i.e. too windy, cold or wet.
- 3.1.3 All line markings must be reviewed and verified with the Owner's representative prior to installation.
- 3.1.4 The line striper must NOT make any changes to the approved line marking submittal without the written approval from the Track Consultant.

3.2 LINE MARKINGS

- 3.2.1 Paint – all markings to receive sufficient paint to fully cover the SS, no SS shall be visible through the installed paint. All paint shall be crisp with clean edges, no excessive overspray from working too fast or in excessive wind.
- 3.2.2 Track Oval
 - 3.2.2.1 The radius to the measure line in lane 1 is approximately 104.432' (30cm rule) and the measure line is not painted.
 - 3.2.2.2 Oval must be between 400.000 & 400.040 meters.
 - 3.2.2.3 Track oval will utilize a regulation curb (30 cm rule) and the steeplechase will not utilize a regulation curb (20cm rule).
 - 3.2.2.4 Lane lines are 42 inches wide, right hand side to right hand side of painted line in the direction of running.
 - 3.2.2.5 Painted Line Precedence:
 - 3.2.2.5.1 Lane lines to take precedence over other markings.
 - 3.2.2.5.2 Numbers and letters to be broken at all lane lines.
 - 3.2.2.5.3 Waterfall starting lines take precedence over straight starting lines and common finish line.
 - 3.2.2.5.4 Straight starting lines to taper at waterfall starting lines and maintain a 1/2" unpainted gap.
- 3.2.3. Straightaway Chute Extensions
 - 3.2.3.1 Lines to be solid between oval lines, not dashed.
 - 3.2.3.2 Break solid chute extension lines 2" either side of track oval lane lines.
- 3.2.4. Assembly Lines – not to be painted.
- 3.2.5. 100 Meters
 - 3.2.5.1 One direction on home/main straight
 - 3.2.5.2 Event label
 - 3.2.5.2.1 100

- 3.2.5.2.2 Approximately 3” high
- 3.2.5.2.3 The color is white
- 3.2.5.2.4 Located in the outside lane and is above/past the starting line
- 3.2.5.3 Color of starting line is white
- 3.2.6. 100 Meter Hurdles
 - 3.2.6.1 One direction on home/main straight
 - 3.2.6.2 Event label
 - 3.2.6.2.1 100
 - 3.2.6.2.2 Approximately 3” high
 - 3.2.6.2.3 The color is white
 - 3.2.6.2.4 Located in the outside lane and is above/past the starting line
 - 3.2.6.3 Color of the starting line is white
 - 3.2.6.4 The hurdle tic marks are yellow
 - 3.2.6.4.1 Hurdle tic marks (10) are small triangles and pointing in the direction of running
 - 3.2.6.4.2 Two tic marks per lane with each tic mark adjacent to, but not touching the lane line
 - 3.2.6.4.3 Start line to first hurdle is 13m
 - 3.2.6.4.4 Distance between hurdles is 8.5m
 - 3.2.6.4.5 Distance from last hurdle to finish line is 10.5m
- 3.2.7. 110 Meter Hurdles
 - 3.2.7.1 One direction on home/main straight
 - 3.2.7.2 Event label
 - 3.2.7.2.1 110
 - 3.2.7.2.2 Approximately 3” high
 - 3.2.7.2.3 The color is white
 - 3.2.7.2.4 Located in the outside lane and is above/past the starting line
 - 3.2.7.3 Color of the starting line is white
 - 3.2.7.4 The hurdle tic marks are blue; if SS is blue, then use contrasting (light or dark) blue paint
 - 3.2.7.4.1 Hurdle tic marks (10) are small triangles and pointing in the direction of running
 - 3.2.7.4.2 Two tic marks per lane with each tic mark adjacent to, but not touching the lane line
 - 3.2.7.4.3 Start line to first hurdle is 13.72m
 - 3.2.7.4.4 Distance between hurdles is 9.14m
 - 3.2.7.4.5 Distance from last hurdle to finish line is 14.02m

3.2.8. 200 Meters

3.2.8.1 All in lanes, One turn only

3.2.8.2 Event label

3.2.8.2.1 200

3.2.8.2.2 Approximately 3” high

3.2.8.2.3 The color of the label to be white

3.2.8.2.4 Located in lane 2 and is above/past the starting line

3.2.8.3 Color of the main starting line is white and the reverse starting line is black

3.2.9. 400 Meters

3.2.9.1 All in lanes

3.2.9.2 Event label

3.2.9.2.1 400

3.2.9.2.2 Approximately 3” high

3.2.9.2.3 The color is white

3.2.9.2.4 Located in lane 2 and is above/past the starting line

3.2.9.3 Color of the starting line is white

3.2.10 400 Meter Hurdles

3.2.10.1 All in lanes (same as two Turn Stagger)

3.2.10.2 Event label

3.2.10.2.1 400

3.2.10.2.2 Approximately 3” high

3.2.10.2.3 The color is white

3.2.10.2.4 Located in lane 2 and is above/past the starting line

3.2.10.3 Color of the starting line is white

3.2.10.4 The hurdle tic marks are green; if SS is green, then tic marks are black

3.2.10.4.1 Hurdle tic marks (10) are small triangles and pointing in the direction of running

3.2.10.4.2 Two tic marks per lane with each tic mark adjacent to, but not touching the lane line

3.2.10.4.3 Start line to first hurdle is 45m

3.2.10.4.4 Distance between hurdles is 35m

3.2.10.4.5 Distance from last hurdle to finish line is 40m

3.2.11. 800 Meters

3.2.11.1 Waterfall start and one turn stagger

- 3.2.11.2 Event label
 - 3.2.11.2.1 800
 - 3.2.11.2.2 Approximately 3” high
 - 3.2.11.2.3 The color is white
 - 3.2.11.2.4 The 1 turn stagger start line label is in lane 2, the waterfall start line label is in the outside lane, and the labels are above/past the start line
- 3.2.11.3 Color of the 1 turn stagger start line is white with a green insert, 2” by approx. 16” green insert centered
- 3.2.11.4 The color of the waterfall start line is white
- 3.2.12. 1500 Meters
 - 3.2.12.1 Waterfall start
 - 3.2.12.2 Event label
 - 3.2.12.2.1 1500
 - 3.2.12.2.2 Approximately 3” high
 - 3.2.12.2.3 The color is white
 - 3.2.12.2.4 Located in the outside lane and is above/past the start line
 - 3.2.12.3 The start line is white in color and painted in lane 1 out to the outer or furthest lane, into the chute if possible
- 3.2.13. 1600 Meters
 - 3.2.13.1 Waterfall start
 - 3.2.13.2 Event label
 - 3.2.13.2.1 1600
 - 3.2.13.2.2 Approximately 3” high
 - 3.2.13.2.3 The color is white
 - 3.2.13.2.4 Located in the outside lane and is above/past the start line
 - 3.2.13.3 Color of the start line is white
- 3.2.14. 1 Mile Run
 - 3.2.14.1 Waterfall start
 - 3.2.14.2 Event label
 - 3.2.14.2.1 Mile
 - 3.2.14.2.2 Approximately 3” high
 - 3.2.14.2.3 The color is white
 - 3.2.14.2.4 Located in the outside lane and is above/past the start line
 - 3.2.14.3 Paint three 3/4” wide by 2” long tic mark on the infield side of lane 1 for splits
 - 3.2.14.3.1 Tic marks are for 3/4, 1/2 and 1/4 splits, no

labels

- 3.2.14.4 Color of the start line is white
- 3.2.15. 3000 Meter Steeplechase
 - 3.2.15.1 Waterfall Start
 - 3.2.15.2 Event Label
 - 3.2.15.2.1 3000 ST
 - 3.2.15.2.2 Approximately 3” high
 - 3.2.15.2.3 The color is white
 - 3.2.15.2.4 Located in the outside lane and is above/past the start line
 - 3.2.15.3 Color of the start line is white
 - 3.2.15.4 Hurdle tic marks are black and approximately 5” by 5” in size; both steeplechase events use the same 4 hurdle marks and the water jump
 - 3.2.15.5 Paint 2” white line at the inside and outside of the water jump lane (approach and exit)
 - 3.2.15.5.1 The lane is 12’ wide and is measured from the right-hand side to the right-hand side of the painted line (same as track running lanes)
- 3.2.16 3200 Meters
 - 3.2.16.1 Waterfall start
 - 3.2.16.2 Event label
 - 3.2.16.1.1 3200
 - 3.2.16.1.2 Approximately 3” high
 - 3.2.16.3 The color is white
 - 3.2.16.4 Located in the outside lane and is above/past the start line
 - 3.2.16.5 Color of the start line is white
- 3.2.17 5000 Meters
 - 3.2.17.1 Waterfall start
 - 3.2.17.2 Event label
 - 3.2.17.2.1 5000
 - 3.2.17.2.2 Approximately 3” high
 - 3.2.17.2.3 The color is white
 - 3.2.17.2.4 Located in the outside lane and is above/past the start line
 - 3.2.17.3 Color of the start line is white
- 3.2.18 10000 Meters

- 3.2.18.1 Waterfall start
- 3.2.18.2 Event label
 - 3.2.18.2.1 10000
 - 3.2.18.2.2 Approximately 3" high
 - 3.2.18.2.3 The color is white
 - 3.2.18.2.4 Located in the outside lane and is above/past the start line
- 3.2.18.3 Color of the start line is white
- 3.2.19 4 x 100 Meters (400m Relay)
 - 3.2.19.1 All in lanes (two turn stagger)
 - 3.2.19.2 Event label
 - 3.2.19.2.1 400
 - 3.2.19.2.2 Approximately 3" high
 - 3.2.19.2.3 The color is white
 - 3.2.19.2.4 Located in lane 2 and is above/past the start line
 - 3.2.19.3 Color of the start line is white, same starting line as the two turn staggered starting line for the 400 meters
 - 3.2.19.4 The relay exchange zone markers are yellow
 - 3.2.19.4.1 The WA exchange zone marking is a straight line 1.10m from inner lane line, hook in 45°, outside length of hook 0.15m, for a 30 meter long exchange zone
 - 3.2.19.4.2 The zones must start and finish at the edges of the zone lines nearest the start line in the direction of running
 - 3.2.19.5 10m before the end of the exchange zone mark is a 0.40m (2' by 16") white line, centered in the lane in the third exchange zone (first exchange zone uses the 300m start lines and the second exchange uses the 200 meter start lines)
- 3.2.20 4 x 400 Meters (1600m Relay)
 - 3.2.20.1 Three turn stagger
 - 3.2.20.2 Event label
 - 3.2.20.2.1 1600MR
 - 3.2.20.2.2 Approximately 3" high
 - 3.2.20.2.3 The color is white
 - 3.2.20.2.4 Located in lane 2 and is above/past the start line
 - 3.2.20.3 Color of the start line is white with a blue insert, 2" by 16" blue insert centered
 - 3.2.20.4 The relay exchange zone markers are blue
 - 3.2.20.4.1 The WA exchange zone marking is a straight

line 0.80m from inner lane line, hook in 45°, outside length of hook is 0.15m, for a 20 meter long exchange zone

3.2.20.4.2 The zones must start and finish at the edges of the zone lines nearest the start line in the direction of running

3.2.20.4.3 The first exchange of the baton shall use the staggered straight lines with hooks

3.2.20.4.4 The second and third exchange of the baton shall use straight lines (0.80m long by 5cm wide) in lanes 2 thru the outer lane, 10 meters before the finish line; and the end of this exchange zone shall use the painted exchange zone in lane one (same as used in the first exchange) and the lines (0.80m long by 5cm wide) in lanes two thru five are in a straight line 10 meters past the finish line and parallel to the finish line

3.2.21 Break Lines

3.2.21.1 One turn break line on the back straight is a solid line, curved and the color is green; painted from the outside lane to the inside of lane two

3.2.21.2 One turn break line on the home straight is a 2" by 2" green mark on lane five's inside lane line (a single cone will be placed on this mark during competition)

3.2.22 Finish Lines

3.2.22.1 Locations:

3.2.22.1.2 Common finish line at the point of curvature (PC)

3.2.22.1.3 Reverse 200 meter finish line located at the PC, at the end of the back straight

3.2.22.2 2" wide and white in color

3.2.22.3 The intersection of all finish lines with the oval's lane lines shall be alternating as per the current NCAA Rule Book

3.2.22.4 No lean lines are to be provided

3.2.23 Staggered Alleys

3.2.23.1 Provide two normal 1 turn staggered alley start lines, one in turn 1 and 1 in turn 2, and the color is white for all staggered start lines

3.2.23.1.1 Normal 1 turn stagger in turn 1, label painted as – 1 Turn

3.2.23.1.2 Normal 1 turn stagger in turn 2, label painted as

- 1 Turn
- 3.2.23.2 Provide one additional 1 turn staggered alley start lines in turn 1 for the 1 Mile
 - 3.2.23.2.1 Label painted: 1 Mile 1 Turn
- 3.2.23.3 Staggered alley start lines painted in lanes 5 thru outside lane
- 3.2.24 Long/Triple Jump
 - 3.2.24.1 Runway lines not painted
 - 3.2.24.2 Take-off Board painted lines on Runway #2 (runway closest to the old pole vault runway)
 - 3.2.24.2.1 Paint Men’s & Women’s long jump lines (8” wide by 48” long) at 5’ and 8’ from sand pit
 - 3.2.24.2.2 Paint Women’s triple jump lines (8” wide by 48” long) at 30’ and 34’ from the sand pit
 - 3.2.24.2.3 Paint Men’s triple jump lines (8” wide by 48” long) at 36’ and 39’ from the sand pit
- 3.2.25 Pole Vault
 - 3.2.25.1 Not included in the project
- 3.2.26 Javelin Runway
 - 3.2.26.1 Runway lines not painted
 - 3.2.26.2 Foul line
 - 3.2.26.2.1 2.76” (7cm) wide line
 - 3.2.26.2.2 White in color
 - 3.2.26.2.3 Extend foul line at a right angle to the edge of the runway at the intersection of the foul line arc and runway lines 2.46’ (75cm) long by 2.76” (7cm) wide
 - 3.2.26.3 Radius Mark
 - 3.2.26.3.1 6” tall triangle
 - 3.2.26.3.2 White in color
 - 3.2.26.3.3 Angle to match sector lines; Outside edge of 6” tall triangle to align with the inside edge of the sector lines and the rear point of 6” tall triangle shall mark the 8 meter distance to foul line
- 3.2.27 Shot Put
 - 3.2.27.1 Not included in this project
- 3.2.28 Discus
 - 3.2.28.1 Not included in this project
- 3.2.29 Hammer

- 3.2.29.1 Not included in this project
- 3.2.30 Lane Numbers
 - 3.2.30.1 The numbers are a block style, approximately 24” high and the numbers will NOT have a color shadow
 - 3.2.30.2 The color of the numbers will be white
 - 3.2.30.3 Paint the following numbers:
 - 3.2.30.3.1 There is 1 set of numbers 1 foot before the common finish line, facing to the outside of the track oval
 - 3.2.30.3.2 There is 1 set of numbers staggered in the first turn, 1 foot above/past the 400M staggers
 - 3.2.30.3.3 There is 1 set of numbers staggered at the 200M, 1 foot above/past the starting line
 - 3.2.30.3.4 Paint a set of numbers at the very end of each chute (1 foot from the end/edge of SS), in the chute & not in the oval lanes, if possible
- 3.2.31 Letters & Logos
 - 3.2.31.1 The stencils for letters and the logo are to be provided by the GC
 - 3.2.31.2 The Letters are to be a standard font supplied by the line striper, approximately 24” to 30” high
 - 3.2.31.2.1 The color of the letters is white with a green shadow
 - 3.2.31.2.2 The painted letters MVSU will have the M painted in lane 2, the V painted in lane 4, the S painted in lane 5 and the U painted in lane 6 – center on the visitor’s bleachers that is located on the home straight. The 4 letters will be painted in a diagonal (please see existing painted letters) across the 4 lanes
- 3.2.32 Interval Marks
 - 3.2.32.1 Not included in this project

- End of Section -