



Bridge Construction

Bridge Deck Repair for Bridges J.5-10 and K.1-1.0

*Contract Documents and Specifications
Bid Request #2019-092
2020*

Board of County Commissioners Johnson County, Kansas

Ed Eilert	Chairman of the Board
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County Engineer

Brian Pietig, P.E.

Bridge Construction Bridge Deck Repair for Bridges J.5-10 and K.1-1.0

***Contract Documents and Specifications
Bid Request #2019-092
2020***

Prepared by: Johnson County Public Works Department

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INVITATION TO BID
Bid Request No. 2019-092
Johnson County, Kansas

Sealed bids will be received by the Johnson County Office of Records and Tax Administration (County Clerk), Johnson County Administration Building, 111 South Cherry Street, Suite 1200, Olathe, Kansas 66061-3486, until 2:00 p.m. local time on a clock designated by the Office of Treasury and Financial Management, Purchasing Division on Tuesday, February 25, 2020 for Bid Request No. 2019-092. Bid Request No. 2019-092 is for Bridge deck repair and overlay.. Bids received after the above designated time will be returned unopened.

All bids that have been duly received will be publicly opened and read aloud at 2:00 p.m., Tuesday, February 25, 2020, in the Conference Room at the Johnson County Office of Treasury and Financial Management, Purchasing Division, Suite 2400 of the Johnson County Administration Building, 111 South Cherry Street, Olathe, Kansas 66061-3486.

All bids shall be submitted sealed in envelopes and marked "Bid Request No. 2019-092".

Contract documents may be examined during normal business hours at the following location:

Johnson County Public Works
1800 West 56 Highway
Olathe, KS 66061

Copies of plans and specifications can be seen or purchased for a non-refundable fee on-line at www.drexeltech.com in their eDistribution plan room. Information regarding this project can be found in the "Public Jobs" link on the www.drexeltech.com website. Additional assistance is available at distribution@drexeltech.com. Contractors desiring paper copies of the contract documents may also obtain a set of such documents from Drexel Technologies: 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bid documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified or cashier's checks shall be made payable to Drexel Technologies, Inc.

Bidders shall file with their bid either a bid bond by a company authorized to do business in the State of Kansas or certified or cashier's check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of their bid. Such bid security shall be made payable to the County Treasurer of Johnson County, Kansas.

The successful bidder(s) shall be required to submit Tax Clearance Certifications, as provided for in the bid documents, prior to issuance of the Notice To Proceed. These forms should only be requested after the bid has been opened and only from the winning bidder(s) at the time of contract execution.

Nonresident corporations that are not already registered with Kansas Secretary of State and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee for each and every contract as a precedent to commencing work on the contract. For contracts in excess of ten thousand dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond pursuant to K.S.A. 79-1010.

No bid may be withdrawn within a period of sixty (60) days from the date of the bid opening.

The County reserves the right to award the contract to the lowest and best, responsive and responsible bidder(s) for the work covered by the bid and to reject any or all bids and to waive irregularities and informalities in any bid submitted.

No bidder shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicaps, sex, national origin or religious creed.

Kyra Blatchford, Purchasing Administrator
Kyra.blatchford@jocogov.org

INSTRUCTIONS TO BIDDERS

The following instructions listed on this and subsequent pages shall govern and prevail in regard to the submission, consideration and award of this bid. Bidders are expected to check for and take note of any supplemental instructions to bidders which follow that may modify these instructions.

1. DEFINITIONS.

The terms used in these Instructions to Bidders shall have the meanings set forth below, unless the context requires otherwise:

- A. "Addenda" means the written or graphic instruments issued by the Johnson County Office of Purchasing and Risk Management prior to the opening of Bids which modify or interpret the Bid Documents or Contract Documents by additions, deletions, clarifications or corrections.
- B. "Bid" means the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work in response to the Invitation for Bid.
- C. "Bidder" means the person, firm or corporation who submits a Bid for the work, labor, materials, supplies or equipment described in the proposed Bid and Contract Documents.
- D. "Bid Documents" or "Bidding Documents" mean and include the Invitation for Bid, Instructions to Bidders, the Bid Form, Bonds and all other bidding and contract forms to be modified consistent with these Instructions to Bidders and proposed Contract Documents, including General Conditions, Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued prior to the opening of Bids.
- E. "Bid Surety" means a bid bond or other indemnification device furnished by the Bidder which indemnifies the County against a Successful Bidder's failure to execute the Contract Documents and proceed with performance.
- F. "Bonds" mean and include the Bid, Performance, Statutory and Maintenance Bonds and other instruments of security.
- G. "Contract Documents" mean and include the written Agreement between the Owner and Contractor, and all Bid Documents, bonds and insurance.
- H. "Contractor" means the person, firm or corporation who enters into the Agreement with the County.

- I. "County", "Johnson County", "Owner", "Board of County Commissioners", or "BOCC" means the Board of County Commissioners of Johnson County, Kansas and, unless otherwise provided, shall be the contracting authority for the County.
- J. "Invitation for Bid" or "Notice to Bidders" means a solicitation of a formal sealed bid.
- K. "Notice of Award" means the written notice issued by the Johnson County Office of Purchasing and Risk Management to the Successful Bidder stating that upon compliance by the Successful Bidder with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Contract Documents.
- L. "Notice to Proceed" means a written notice issued by the Johnson County Office of Purchasing and Risk Management to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the Contract Documents.
- M. "Project" means the total construction of which the Work performed under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.
- N. "Subcontractor" means the person, firm or corporation having a direct contact with the Contractor or any other subcontractor for the performance of a portion of the Work at the site.
- O. "Successful Bidder" means the person, firm or corporation who is selected for award of a contract with the County.
- P. "Work" means and comprises the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents and includes all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

2. PREPARATION OF BIDS.

- A. A Bidder shall submit information necessary to complete his or her Bid on the forms furnished in this Bid Document. All information supplied must be legible. Any and all corrections, erasures or other changes must be initialed by the Bidder. The Bidder shall manually sign each bid sheet on which he or she makes an entry. Bids signed by an agent are to be accompanied by evidence of the agent's authority. The County reserves the right to

reject bids with incomplete information or which are presented in a different form.

- B. Bids shall indicate the unit price and the unit price extended to indicate the total price for each item bid. In the event of a discrepancy between a unit price and extended price, the unit price will govern.
- C. Unless otherwise provided, alternate bids will not be considered.
- D. Conditional Bids are subject to rejection in whole or in part at the sole discretion of the County.
- E. No alterations in bids by erasures, interpolations, or otherwise of the material entered by the Bidder will be acceptable unless such alteration is signed or initialed by the Bidder in ink; if initialed, the County may require the bidder to identify any alterations so initialed. No alteration whatsoever shall be made in the printed Bid Form and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form or otherwise presented. If alterations or changes are made to the printed Bid Form or if unrequested alternatives are written in, the Bid will be considered as non-responsive and will not be considered for award of a contract.

3. EXPLANATION TO BIDDERS.

Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid, drawings, specifications, or any other portion of the Bidding or Contract Documents must be requested in writing and submitted to the Johnson County Office of Purchasing and Risk Management, Johnson County Administration Building, Second Floor, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3441. Any explanation or interpretation made will be in the form of a written Addendum issued by the Johnson County Office of Purchasing and Risk Management and furnished to all Bidders identified as plan holders of record. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Signed acknowledgement of receipt of each Addendum must be submitted with the Bid. Oral or other explanations or interpretations given will not be binding.

4. SUBMISSION OF BIDS.

- A. Except as provided for in Paragraph B hereinbelow, bids shall be submitted and enclosed in sealed envelopes and addressed to the Johnson County Office of Records and

and Tax Administration (County Clerk), Johnson County Administration Building, 111 South Cherry Street, Suite 1200, Olathe, Kansas 66061-3486, and must be received prior to the date and time indicated in the Notice to Bidders.

B. *IF THIS BID IS FOR THE CONSTRUCTION OR REPAIR OF A BRIDGE OR CULVERT, ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE AND PRESENTED BY THE BIDDER, HIS OR HER AGENT OR ATTORNEY, OR SENT BY MAIL, TO THE COUNTY CLERK AT THE JOHNSON COUNTY ADMINISTRATION BUILDING, FIRST FLOOR, 111 SOUTH CHERRY STREET, SUITE 1200, OLATHE, KANSAS 66061-3441 PRIOR TO THE DATE AND TIME INDICATED IN THE NOTICE TO BIDDERS.*

C. Any Bid received after the deadline for Bid submission will not be opened and will be returned to the Bidder indicated on the envelope. Oral, telephone or telegraph bids will not receive consideration. No Bidder may submit more than one Bid. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the Bid Request Number of this Bid indicated on the face of it.

5. OPENING OF BIDS.

All Bids that have been duly received will be publicly opened at the time, date and location specified in the Invitation for Bid. All such Bids and supporting documents shall become public information following the bid opening and shall be available for inspection by interested parties in accordance with the Kansas Open Records Act.

6. BIDS TO REMAIN OPEN.

Each publicly opened Bid shall remain binding upon the respective Bidder for sixty (60) calendar days following the date of the Bid opening unless the Bidder and County agree to an extension of time. The County may, in its sole discretion, release any Bid and return the Bid surety prior to that date.

7. FAILURE TO SUBMIT BID.

~~If no Bid is to be submitted, a letter or postcard should be submitted referencing this Invitation for Bid and indicating "NO BID" and advising whether future invitations to bid of the type covered by this solicitation are desired. Failure on the part of the Bidder to bid, or notify the County that future solicitations are desired, may result in the removal of the Bidder's name from the mailing list for future invitations to bid for the type of work covered by this solicitation.~~

8. MODIFICATIONS OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn in writing and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bidders requesting modification or withdrawal of their Bid may be required to show identification to verify their authority to withdraw their Bid. Bids may not be withdrawn or modified following the opening of Bids.

9. AWARD OF CONTRACT.

- A. Award of contract will be made to the lowest and best, responsive and responsible Bidder whose Bid is considered to be the most advantageous to the County.
- B. The County reserves the right to reject any and all Bids and any part of a Bid; and to waive informalities, technical defects, and minor irregularities in Bids received.
- C. In accordance with K.S.A. 75-3740a and to the extent permitted by federal law and regulation, whenever the County lets bids for contracts for the erection, construction, alteration or repair of any public building or structure or any addition thereto or for any public work or improvement, the contractor domiciled outside the state of Kansas, to be successful, shall submit a bid the same percent less than the lowest bid submitted by a responsible Kansas contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in such contractor's domiciliary state.
- D. The Johnson County Office of Purchasing and Risk Management will endeavor to furnish the Successful Bidder with a Notice of Award within sixty (60) days of the Bid opening.

10. BID SURETY.

- A. Except as provided for in Paragraph B hereinbelow, all Bids shall be accompanied by the supplied Bid Bond executed by a surety company authorized to do business in the state of Kansas in an amount not less than five percent (5%) of the Bidder's proposed Bid. The Bid Surety shall be made payable to the Board of County Commissioners of Johnson County, Kansas and shall become the property of the County as liquidated damages and not as a penalty if the Successful Bidder fails to enter into an agreement with the County and furnish the required bonds and insurance.

B. *IF THIS BID IS FOR THE CONSTRUCTION OR REPAIR OF A BRIDGE OR CULVERT, EACH BIDDER SHALL BE REQUIRED TO DEPOSIT WITH HIS OR HER BID THE SUPPLIED BID BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF KANSAS, OR A CERTIFIED CHECK OR CASHIER'S CHECK ISSUED ON A RESPONSIBLE BANK IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE BIDDER'S PROPOSED BID. THE BID SURETY SHALL BE MADE PAYABLE TO THE COUNTY TREASURER AND SHALL BE FORFEITED AND PAID TO THE COUNTY TREASURER SHOULD THE SUCCESSFUL BIDDER FAIL TO ENTER INTO AN AGREEMENT WITH THE COUNTY AND FURNISH THE REQUIRED BONDS AND INSURANCE.*

C. The Bid Surety of any Bidder whom the County believes to have a reasonable opportunity of receiving the award may be retained by the County until an agreement has been executed by all parties for the proposed Work, or until the sixty-first (61st) calendar day following the Bid opening unless the Bidder and County agree to an extension of time.

11. BID FORMS.

A. The Bid Form is included in the Bid Documents. Bid Forms must be completed in ink or be typewritten. In the event of any discrepancy between the unit prices and the extended totals, the unit price shall govern.

B. Bids by a corporation must be executed in the corporate name and signed by a duly authorized corporate officer and the corporate seal affixed. If the bidder is a partnership, it shall be signed by one of the partners authorized to execute the documents. All names must be typed or printed below the signature.

C. Acknowledgment of receipt of all Addenda must be indicated on the Bid Form.

12. CONTRACT TIME.

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

13. QUALIFICATIONS OF BIDDERS.

A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the County's request, satisfactory written evidence, such as financial data, previous experience, present commitments and such other data as may be requested by the County to

demonstrate the Bidder's qualifications to perform the Work.

- B. Submission of a Bid shall constitute a complete waiver and full release by the Bidder and each officer, director, partner and shareholder thereof, of all information requested by the County concerning financial and all other capabilities to do and perform and timely complete the Project called for in the Bid Documents.

14. SUBCONTRACTORS.

- A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the County's request, a separate list of proposed subcontractors or suppliers who will perform or supply principal portions of the Work or equipment required to complete the Work.
- B. The experience, performance and ability of each subcontractor and supplier who is proposed to perform principal portions of the Work shall be considered in the award of the contract and each subcontractor or supplier may be required to furnish experience and qualification statements prior to the award of the Contract.

15. EXAMINATION OF BID DOCUMENTS AND SITE.

Before submitting a Bid, Bidders shall carefully examine the drawings, read the specifications and all other Bid Documents, and visit the site(s) of the proposed Project. Bidders shall inform themselves prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their Bid all costs associated with the performance of the Work as set forth in the Bid Documents. By the submission of a Bid, the Bidder represents that such an examination has been made.

16. BONDS.

- A. The Successful Bidder who is awarded a contract will be required to furnish the following Surety Bonds:
 - 1. Performance Bond. The Successful Bidder shall furnish the supplied Performance Bond in an amount equal to one hundred percent (100%) of the awarded contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.
 - 2. Statutory Bond. The Successful Bidder shall furnish the supplied Statutory Bond in an amount equal to one hundred percent (100%) of the awarded

contract. Such Bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Immediately following execution of the agreement, said Bond shall be filed by the Contractor with the Clerk of the Tenth Judicial District Court, Johnson County Courthouse, Olathe, Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of said Bond.

~~3. Maintenance Bond. The Successful Bidder shall furnish the supplied Maintenance Bond in an amount as specified in the Supplementary Conditions. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such Bond shall be furnished by the Contractor immediately following the completion of the Project and acceptance thereof by the OWNER.~~

- B. All bonds shall be executed on the forms included within the Bid Document and must be accompanied by a "Power of Attorney" and a letter from the surety company's attorney-in-fact granting the County the authority to date the bonds and power of attorney the same date as the date of the Agreement.

17. INSURANCE.

The Contractor shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as set forth and required within the Bid and Contract Documents. To provide proof of such coverage, the Contractor shall furnish the County with certificates of insurance and endorsements naming the Board of County Commissioners of Johnson County, Kansas, its officers, commissions, employees and agents as additional insureds prior to County execution of the Contract Documents.

18. NONRESIDENT CONTRACTORS.

- A. If the Successful Bidder is a Contractor, as defined in K.S.A. 79-1008, who is a nonresident of the State of Kansas, such bidder must comply with one of the following:
1. Authorization: If the Contractor is a foreign corporation duly authorized to do business in the State of Kansas (K.S.A. 17-7301 et seq.), a copy of the Authorization issued by the Kansas Secretary of State, valid for the year in which the

Work is commenced, shall be filed with the County prior to commencement of the Work.

2. Registration of Contract: If the total contract price or compensation exceeds \$10,000.00 nonresident contractors not duly authorized to do business in the state of Kansas shall register with the Department of the state of Kansas in accordance with the provisions of K.S.A. 79-1009, as amended. The Contractor shall be responsible for the payment of any fees associated with such registration.

~~B. K.S.A. 16-113 requires Contractors who are not residents of the state in which the Work is to be performed to appoint an agent for service of process who is a resident of the County in which the Work is to be performed. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Clerk of the Tenth Judicial District Court, Johnson County Courthouse, Olathe, Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of such appointment of process agent.~~

19. TAXES AND FEE EXEMPTIONS.

The County is exempt from taxes levied under the Kansas Retailers Sales Tax Act and the Kansas Compensating Tax Act and other local taxes. Tax Exemption Certificates will be requested by the County from appropriate jurisdictional governing authorities for those items which fall within the scope of the Contract and which may properly be exempt from such taxes.

20. DISCLAIMER OF LIABILITY.

The County or any of its agencies, will not hold harmless or indemnify any Bidder for any liability whatsoever.

21. ANTI-DISCRIMINATION.

The Successful Bidder shall observe the applicable provisions of the Americans With Disabilities Act and the Kansas Acts Against Discrimination and shall not, in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin or ancestry, religious creed, or political affiliation in the admission or access to, or treatment or employment in, its programs or activities.

22. LIQUIDATED DAMAGES.

Liquidated Damages in the amount set forth in the Bid and Contract Documents shall be assessed against the Contractor for failure to complete the Project by the designated completion date.

23. MATERIAL SAFETY DATA SHEET.

Prior to entering into an agreement with the County, the Successful Bidder shall be required to furnish to the Johnson County Office of Purchasing and Risk Management the following information for each chemical product offered, sold, transferred, handled or used for the proposed Work under this Agreement:

1. Material Safety Data Sheet(s) (MSDS) containing the information and data as required by 29 C.F.R. 1910.1200.
2. Product data sheets/product technical specifications.

[The remainder of this page was left blank intentionally.]

24. Copies of Contract Documents

Plans and specifications are available for inspection at Johnson County Public Works, 1800 West 56 Highway, Olathe, Kansas 66061, 8:00 AM – 5:00 PM Monday through Friday. Copies of plans and specifications can be seen or purchased for a non-refundable fee on-line at www.drexeltech.com in their eDistribution plan room. Information regarding this project can be found in the “Public Jobs” link on the www.drexeltech.com website. Additional assistance is available at distribution@drexeltech.com. Contractors desiring paper copies of the contract documents may also obtain a set of such documents from Drexel Technologies: 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bid documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified or cashier’s checks shall be made payable to Drexel Technologies, Inc.

There will be no refunds for return of drawings or specifications.

A Bidder to whom a contract is awarded will be furnished, without cost, five (5) copies of the specifications and drawings, together with all Addenda issued thereto.

25. Commencement of Contract Time

See Additional Supplementary Conditions for the date the Notice to Proceed will be issued.

26. Basis of Bid

The contract will be awarded to the lowest and best responsive and responsible bidder whose bid is considered to be the most advantageous to the county.

27. Contract Time

The Contract Time (working days as defined in paragraph D of the Additional Supplementary Conditions) will be set based as follows:

The contractor shall complete the work within Sixty (60) consecutive working days from commencement of the contract time.

END OF INSTRUCTIONS TO BIDDERS
SEE FOLLOWING PAGE FOR SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

Supplementary Instructions to Bidders

These supplementary Instructions to Bidders amend or supplement the preceding Instructions to Bidders. Provisions not so amended or supplemented remain in full force and effect.

- A. Non-Resident Contractors
SI-18 Appointment of Process Agent

Delete subparagraph 18.B. of the Instructions to Bidders in its entirety.

- B. Maintenance Bond
SI-16 Bonds

Delete subparagraph 16.A.3 of the Instruction to Bidders in its entirety.

- ~~C. Submission of Bids
SI-4 Presentation of Bids~~

~~Delete subparagraph 4.B of the Instruction to Bidders in its entirety.~~

- ~~D. Bid Surety
SI-10 Payable to County Treasurer~~

~~Delete subparagraph 10.B of the Instruction to Bidders in its entirety.~~

End of Supplementary Instructions to Bidders

BID FORM

BID FOR:

Bridge deck repair

and overlay,

construction traffic control at

two locations in unincorporated

Johnson County

BID TO:

The Board of County Commissioners of Johnson County, Kansas

1. The UNDERSIGNED BIDDER hereby proposes and agrees, if this Bid is accepted, to enter into agreement with the OWNER to perform and furnish all the necessary labor, materials, equipment, tools and services for the Work identified in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding and Contract Documents.

2. This Bid will remain open and subject to acceptance for sixty (60) days following the day of Bid opening, unless BIDDER and OWNER agree to an extension of time. BIDDER will sign and submit the Agreement with the Bonds, insurance and other documents as may be required by the Bidding and Contract Documents within ten (10) days following the date of OWNER's Notice of Award.

3. The Contract for the Work identified in the Bidding Documents shall be awarded on the total Base Bid which is based upon the cost of the proposed Work for the quantities as may be shown on the Bid Form.

4. In submitting this Bid, BIDDER represents that:

a. BIDDER acknowledges receipt of all of the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

b. BIDDER has examined the contents of the Bidding Documents and assumes responsibility for carefully studying any and all appropriate reports, tests, information, data and studies, the drawings, specifications and other Contract Documents and has familiarized itself with the nature and extent of the Contract Documents, the proposed Work, site(s), locality and all local conditions and laws, rules and regulations that in any manner may affect the cost, progress, performance or furnishing of the Work.

c. BIDDER has given the Johnson County Office of Financial Management, Purchasing Division written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Johnson County Office of Financial Management, Purchasing Division is acceptable to BIDDER.

d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; BIDDER has not directly or indirectly induced or solicited any BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any BIDDER or over the OWNER.

5. Bidder will complete the work for the following prices:

Bridge Repair J.5-10.0 and K.1-1.0

Item No.	Item	Quantity	Unit	Unit Price	Amount (Extension)
Bridge J.5-10.0					
1.	Machine Preparation (2.5")	477	S.Y.		
2.	Area Prepared for Patching	150	S.Y.		
3.	Reinforcing Steel(Repair)(Grade 60)(Set Price)	1	Lbs.	3.00	3.00
4.	Portland Cement Concrete Overlay (2.25")	477	S.Y.		
5.	Surface Repair	58	Lin. Ft.		
6.	Edge Repair	141	Lin. Ft.		
7.	Traffic Control	1	Lump Sum		
8.	Pavement Marking (Temp)(4" Solid)(Type I)	21.3	Sta/Line		
Bridge K.1-1.0					
9.	Machine Preparation (2.5")	385	S.Y.		
10.	Area Prepared for Patching	120	S.F.		
11.	Reinforcing Steel(Repair)(Grade 60)(Set Price)	1	Lbs.	3.00	3.00
12.	Portland Cement Concrete Overlay (2.25")	385	S.Y.		
13.	Multi-Layer Polymer Concrete Overlay	385	S.Y.		
14.	Surface Repair	198	Lin. Ft.		
15.	Traffic Control	1	Lump Sum		
				Total Amount:	

Total Amount for Bridge Repair J.5-10.0 and K.1-1.0 (use words)

6. If awarded the Contract, the BIDDER agrees to complete the Work within Sixty (60) consecutive working days after the date when the Contract Time commences to run as provided in the Contract Documents.

7. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The Bid Surety deposited herewith in the sum of five percent (5%) of the amount of the Bid, is furnished to the OWNER as a guarantee that the Agreement will be executed and the required bond(s) for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof and insurance as may be specified in the Bidding or Contract Documents will be furnished to the OWNER. BIDDER agrees that the accompanying Bid Surety shall become the property of the OWNER, as liquidated damages and not as a penalty, should BIDDER fail or refuse to execute the Agreement or furnish said bond(s) and insurance.

9. BIDDER understands that the OWNER reserves the right to reject any or all Bids or to waive any formality or technicality in any Bid in the interest of the OWNER.

SUBMITTED AND SIGNED on this _____ day of _____, 20__.

If BIDDER is:

An Individual

By _____
(Individual's name)

doing business
as _____

Business address:

Phone No.: _____

BF-4

Bid Form
(1/2000)

A Partnership

_____ (Firm Name)

By _____
(General Partner)

Business address: _____

Phone No.: _____

A Corporation

_____ (Corporation Name)

_____ (State of Incorporation)

By _____
(Name of person authorized to sign)

_____ (Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone No. : _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BOND NO. _____

BID BOND FOR
BRIDGE OR CULVERT IMPROVEMENTS
BID REQUEST NO. 2019-092

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ hereinafter called the
Principal, as Principal, and _____

of _____

a Corporation duly organized and existing under the laws of
the State of _____ and authorized to do business in the State
of Kansas, hereinafter called the Surety, as Surety, are held
and firmly bound unto the County Treasurer of Johnson County,
Kansas, hereinafter called the Obligee,
in the sum of _____

Dollars (\$ _____), good and lawful money of the United
States of America, to be paid upon demand of the Obligee, for
payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,
Whereas, the Principal has submitted to Johnson County, Kansas
a Bid for furnishing all labor, materials, equipment and
incidentals thereto necessary for work generally described
as 'Bridge deck repair
and overlay,
construction traffic control at 2 locations.

NOW, THEREFORE, If the Bid of the Principal is accepted
and the Principal shall enter into a written agreement with
Johnson County, Kansas in accordance with the terms,
conditions and price(s) set forth therein, and furnish such
insurance and give such bond or bonds as may be specified

BB-1

Bid Bond
(1/2000)

in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Oblige, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20__.

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond.)

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "CONTRACTOR"

WITNESSETH:

WHEREAS, the OWNER has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and

WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the OWNER, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and

WHEREAS, the OWNER, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvas determined and declared the CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefor, for the sum named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows :

AG-1

Agreement
(1/2000)

ARTICLE 1

Work

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expenses, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and described and required by the Contract Documents.

1.2 The Work is generally described as follows:
'Bridge deck repair
and overlay,
construction traffic control at 2 locations

1.3 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: See Section 1.2 above

ARTICLE 2

Engineer

1.2 The Project has been designed by _____
Johnson County Public Works

who is hereinafter referred to as ENGINEER and who shall act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the performance completion of the Work in accordance with the Contract Documents.

ARTICLE 3

Contract Time

3.1 Completion. The Contractor shall complete the Work within Sixty (60) consecutive working days from the date when the Contract Time commences to run as provided in Contract Documents.

AG-2

Agreement (1/2000)

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents, OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty,

CONTRACTOR shall pay OWNER Two Hundred and 00/100
Dollars (\$200.00) for each and every calendar day that expires following the time specified in paragraph 3.1 above for completion of the Work.

ARTICLE 4

Contract Price

OWNER shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the sum set out in CONTRACTOR'S Bid.

ARTICLE 5

Payment Procedures

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER. Upon ENGINEER'S recommendation and OWNER'S approval of CONTRACTOR'S Application for Payment, OWNER will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

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Agreement (1/2000)

1. Ninety percent (90%) with ten percent (10%) retained until the Work is fifty percent (50%) complete.
2. Ninety-five percent (95%) with five percent (5%) retained after the Work is fifty percent (50%) complete, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.
3. ~~When the Work is substantially complete, the retained amount shall be reduced to two percent (2%) of the value of the Work which is substantially complete.~~

5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with the applicable provisions of the Contract Documents.

ARTICLE 6

Contract Documents

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

- 6.1 This Agreement (pages AG-1 to AG-6, inclusive).
- 6.2 Exhibits to this Agreement (pages _____ to _____, inclusive).
- 6.3 Bid Request No. 2019-092 including detailed specification requirements and drawings.
- 6.4 Performance and other Bonds, attached herewith and consisting of 6 pages.
- 6.5 Notice of Award.
- 6.6 Notice to Proceed.

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Agreement
(1/2000)

6.7 General Conditions (pages GC-1 to GC-33, inclusive).

6.8 Supplementary Conditions (pages SC-1 to SC-14, inclusive).

6.8 Addenda numbers ____ to ____ , inclusive.

6.10 CONTRACTOR'S Bid (pages BF-1 to BF-6, inclusive).

6.11 Other documents, if any, listed below.

Specifications
Special Provisions
Drawings Sheets

6.12 The documents listed in paragraphs 6.2 et seq. above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.

(The remainder of this page was left blank intentionally).

IN WITNESS WHEREOF, CONTRACTOR and OWNER have caused this Agreement to be executed by their duly authorized representatives in _____(____) counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

OWNER

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

By _____

By _____

Ed Eilert
Chairman of the Board

Printed name and title

[SEAL]

[SEAL]

ATTEST:

ATTEST:

By _____

By _____

Clerk of the Board

Printed name and title

APPROVED AS TO FORM:

By _____
Attorney for the Board

AG-6

Agreement
(1/2000)

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

hereinafter referred to as the Principal, as Principal, and

with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the Obligee, in the penal sum of _____

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the ____ day of _____, 20__, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Bid Request No 2019-092 on file with Johnson County Public Works, 1800 W. Old 56 Highway, Olathe, Ks 66061 _____.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full

PB-1

Performance Bond
(1/2000)

force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20 ____ .

Principal

By _____ (SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

BOND NO. _____

STATUTORY BOND
TO THE
STATE OF KANSAS

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ hereinafter called the Principal, as Principal, and _____

_____ with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto the STATE of KANSAS in the penal sum of _____

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has on the _____ day of _____ 20 _____, entered into a written agreement with the Board of County Commissioners of Johnson County, Kansas, hereinafter called the Owner, for furnishing all tools, equipment, materials and supplies and performing all labor and incidentals thereto necessary in connection with the public improvements described in said agreement, all in accordance with the specifications and other Contract Documents for Bid Request No. 2019-092 on file with _____ Johnson County Public Works, 1800 W. Old 56 Highway Olathe, Ks 66061 .

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public

improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public improvements as hereinabove stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be duly signed and sealed this _____ day of _____, 20 ____ .

Principal

By _____ (Seal)

(Official Title)

Surety Company

By _____
(Attorney-In-Fact)

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

Filed with the Clerk of the District Court of Johnson County, Kansas, this _____ day of _____, 20____.

Clerk of the District Court

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by
Engineers Joint Contract Documents Committee

and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

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GENERAL CONDITIONS

ARTICLE I—DEFINITIONS

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

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

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

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

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

Bonds—Bid, performance and payment bonds and other instruments of security.

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 Time, issued on or after the Effective Date of the Agreement.

Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

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

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

Drawings—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

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.

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

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

General Requirements—Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations—Laws, rules, regulations, ordinances, codes and/or orders.

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

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

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

Partial Utilization—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

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

Resident Project Representative—The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings—All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

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

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

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

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

Supplier—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

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

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

Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change—A written directive 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 physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change 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 Time as provided in paragraph 10.2.

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

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

~~*Copies of Documents:*~~

~~2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.~~

~~*Commencement of Contract Time; Notice to Proceed:*~~

~~2.3. The Contract Time 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 thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

~~2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.~~

Preconstruction Conference:

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

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with para-

graph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

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

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

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

3.4.1. a formal Written Amendment,

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

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

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

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

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

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

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

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall 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; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and

such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions—Underground Facilities:

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

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

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to

determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5—BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

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

5.3.1. Claims under workers' or workmen's compensation, statutes benefits and other similar employee benefit acts;

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

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

5.3.4. Claims for damages insured by 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;

5.3.5. 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;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. 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.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least

thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The commercial general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

~~5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.~~

~~5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.~~

5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor 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.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if

such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10: provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the 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 cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. 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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance. repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

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

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by

OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective Work*.

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

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

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

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

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

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

~~**Taxes:**~~

~~6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the~~

~~place of the Project which are applicable during the performance of the Work.~~

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

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

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

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

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

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

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

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

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work,

provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7—OTHER WORK

Related Work at Site:

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

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

TRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

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

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing struc-

tures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

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

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

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

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

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

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of 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 CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

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

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR 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 decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and

to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

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

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

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

ARTICLE 10—CHANGES IN THE WORK

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

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

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

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

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

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

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

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

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

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

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1, through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a 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 shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject

to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

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

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage

requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

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

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

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

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4— all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

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

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

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

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

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

CONTRACTOR's Fee:

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

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

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

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

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

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. 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 done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

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

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

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.

Unit Price Work:

11.9.1. 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 established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. 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.

11.9.3. Where 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 there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12—CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time

shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

**ARTICLE 13—WARRANTY AND GUARANTEE;
TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK**

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. Prompt notice of all defects shall be given to CONTRACTOR. All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering 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.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent

thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or 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 or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

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

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 to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective Work* or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective Work*. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (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, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

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

Review of Applications for Progress Payment:

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

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

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

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

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

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

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling

OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

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

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

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

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

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

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

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

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full: an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

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

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of

CONTRACTOR's continuing obligations under the Contract Documents; and

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

ARTICLE 15—SUSPENSION OF WORK AND
TERMINATION

Owner May Suspend Work:

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

Owner May Terminate:

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

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

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

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

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

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

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ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

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

Computation of Time:

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

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

General:

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

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

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1983 Edition) and other provisions of the Contract Documents as indicated below. Provisions which are not so amended or supplemented remain in full force and effect.

A. DEFINITIONS.

SC-1. Definitions.

The terms used in these Supplementary Conditions which are defined in the General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 Edition) and not amended by these Supplementary Conditions have the meanings assigned to them in the General Conditions.

Amend the definition of "Bonds" of Article 1 of the General Conditions to read as follows:

Bonds-Bid, maintenance, performance and statutory bonds and other instruments of security,

and as so amended, Article 1 remains in effect.

B. PRELIMINARY MATTERS.

SC-2.2. Copies of Documents.

Delete paragraph 2.2 of the General Conditions in its entirety and insert the following in its place:

OWNER shall furnish to CONTRACTOR up to but not more than eight (8) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies may be furnished, upon request, at the cost of reproduction to be borne by CONTRACTOR.

SC-2.7. Before Starting Construction.

Delete paragraph 2.7 of the General Conditions in its entirety and insert the following in its place:

Prior to execution of the Agreement and before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and

maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER may have purchased in accordance with paragraphs 5.6. and 5.7.

C. BONDS AND INSURANCE.

SC-5.1. Performance and Other Bonds.

Amend the first and second sentences of paragraph 5.1 of the General Conditions to read as follows:

CONTRACTOR shall furnish to OWNER performance and statutory Bonds, each in the amount equal to One Hundred percent (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect for two (2) years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents,

and as so amended, paragraph 5.1 remains in effect.

~~SC-5.1.1. Maintenance Bond.~~

~~Add the following new paragraph immediately after paragraph 5.1 of the General Conditions which is to read as follows:~~

~~CONTRACTOR shall furnish to OWNER a Maintenance Bond in the amount equal to _____ Percent (____%) of the total Contract Price holding good for a period of ____ (____) years after the final acceptance of the Work. The maintenance bond shall protect the OWNER against all damages, losses and expenses which may occur to OWNER, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction of, said work; and shall refill all excavation in such manner that it shall be, and shall remain, for the said period of ____ (____) years, flush with the surfaces of streets and adjacent property, and shall repair for said period of _____ (____) years, all pavements, walks, curbs, gutters, and sodding over and adjacent to said Work if such items are damaged as the result of settlement of backfill of excavated areas. If any items covered by the maintenance bond are not repaired or replaced by the CONTRACTOR within a reasonable time, as determined by the OWNER or if a hazard occurs as~~

~~the result of disrepairs, the OWNER shall have the right to correct, or have corrected such disrepair, at the expense of CONTRACTOR or Bonding Company.~~

SC-5.3. Contractor's Insurance

INSURANCE: The contractor shall maintain and carry in force for the duration of the contract, insurance coverage of the minimum types and limits as set forth below:

A. Workers' Compensation and Employer's Liability

- (1) Statutory Workers' Compensation including an all states endorsement
- (2) Employer's Liability(E.L. and Disease):
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit:
 - c. Bodily Injury by Disease \$500,000 Each Employee

B. Commercial General Liability

\$ 1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence.

\$ 2,000,000 aggregate
Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability, Independent Contractor's Protection, and Explosion, Collapse, and Underground coverage.

C. Commercial (Business) Automobile Liability

\$ 1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

D. Excess / Umbrella Liability

\$ 2,000,000 per occurrence and aggregate. Following form of the Commercial General Liability policy required in B above.

- E. The Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agencies and employees, ("BOCC") shall be included as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract.
- F. Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

- G. The full description of the work to be performed, bid/project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

H. It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Contractor.

~~SC-5.4. Contractual Liability Insurance.~~

~~The Contractual Liability required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:~~

~~5.4.1 Bodily Injury
\$ 1,000,000 Each Occurrence~~

~~5.4.2 Property Damage:
\$ 1,000,000 Each Occurrence
\$ 2,000,000 Annual Aggregate~~

~~SC-5.6. Property Insurance.~~

~~Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:~~

~~CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as follows or required by Laws and Regulations). This insurance shall include the interest of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured~~

~~parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, CONTRACTOR shall purchase and maintain similar property insurance, on portions of the Work stored and off the site or in transit when such portions the Work are to be included in an Application for Payment.~~

~~a. Deductible amount: \$ _____~~

D. CONTRACTOR'S RESPONSIBILITIES.

SC-6.8.2. Concerning Subcontractors, Suppliers and Others

Add the following new sentence at the end of paragraph 6.8.2 of the General Conditions which is to read as follows:

After the award and prior to the Effective Date of the Agreement, CONTRACTOR may be required to submit, within five (5) days of OWNER's request, the identity of any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials and equipment).

SC-6.15. Taxes

Delete paragraph 6.15 of the General Conditions in its entirety and insert the following in its place:

The OWNER shall obtain a project exemption certificate for the PROJECT from the Kansas Department of Revenue and provide the same to the CONTRACTOR to be used by the CONTRACTOR for the sales of tangible personal property to or services purchased by the CONTRACTOR for the work or portions thereof that may be properly exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. Upon completion of the Work, the CONTRACTOR shall file with the OWNER on a form provided by the Kansas Department of Revenue, a sworn statement that all purchases made under the project exemption

certificate were entitled to be exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. The CONTRACTOR shall assume responsibility and be liable for the proper use of the project exemption certificate and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

SC-6.21.1 Chemical Warranty-Compliance With Toxic Substance Control Act.

Add the following new paragraph immediately after paragraph 6.21 of the General Conditions which is to read as follows:

Notwithstanding anything to the contrary contained in this Agreement or represented by either party to the other, CONTRACTOR warrants that each and every chemical substance or product offered, sold, handled or used for the proposed Work under this Agreement, or otherwise transferred by CONTRACTOR to agencies and departments of the OWNER as of the date of such sale or transfer shall comply with OSHA Hazard Communication Standard 29 C.F.R. 1910.-1200.

SC-6.30. Indemnification.

Amend the third line of paragraph 6.30 of the General Conditions as follows:

OWNER and ENGINEER and their consultants, officers, agents and,

and as so amended, paragraph 6.30 remains in effect.

SC-6.31. Indemnification.

Amend the second line of paragraph 6.31 of the General Conditions as follows:

NEER or any of their consultants, officers, agents and,

and as so amended, paragraph 6.31 remains in effect.

E. PROJECT REPRESENTATION.

SC-9.3. Project Representation.

If a Resident Project Representative is furnished under paragraph 9.3 of the General Conditions, the duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in an exhibit attached to these Supplementary Conditions and made a part of the Contract Documents. The name(s) of the Resident Project Representative(s) will be furnished to the CONTRACTOR.

F. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

~~SC-13.12. One Year Correction Period.~~

~~Amend the title of paragraph of 13.12 of the General Conditions to read as follows:~~

~~Three Year Correction Period~~

~~Amend the first two lines of paragraph 13.12 of the General Conditions to read as follows:~~

~~If within three (3) years after the date of substantial completion or such longer period of time as may be pre-,~~

~~and as so amended, paragraph 13.12 remains in effect.~~

G. PAYMENTS TO CONTRACTOR AND COMPLETION.

SC-14.2. Application for Progress Payment.

Amend the first line of paragraph 14.2 of the General Conditions to read as follows:

At least thirty (30) days before each progress payment....,

and as so amended paragraph 14.2 remains in effect.

SC-14.4. Review of Applications for Progress Payment.

Amend the last sentence of paragraph 14.4 of the General Conditions to read as follows:

Twenty (20) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR,

and as so amended, paragraph 14.4 remains in effect.

H. ARBITRATION.

Delete paragraphs 16.1 through 16.5, inclusive, of the General Conditions in their entirety.

I. MISCELLANEOUS.

SC-17.5. Kansas Nondiscrimination Law.

Add the following new paragraphs immediately after paragraph 17.4 of the General Conditions:

17.5. The following provisions shall apply to this and all resulting contracts and subcontracts with and between all contractors, subcontractors, vendors, and/or suppliers connected with this Project, except (i) those whose contracts with the OWNER cumulatively total five thousand dollars (\$5,000) or less during the OWNER'S fiscal year or (ii) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this Agreement:

17.5.1. The CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and amendments thereto, and the applicable provisions of the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and amendments thereto and shall not discriminate against any person in the performance of work under the present contract or in the admission or access to, or treatment or employment in, its programs or activities because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, ancestry or political affiliation;

17.5.2. In all solicitations or advertisements for employees, the CONTRACTOR shall include the

phase, "equal opportunity employer," or a similar phase to be approved by the Kansas Commission on Civil Rights ("Commission");

17.5.3. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and K.S.A. 44-1116, and amendments thereto, the CONTRACTOR shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended , in whole or in part, by the OWNER; and

17.5.4. If the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act, or the ADA under a decision or order of the Commission which has become final, the CONTRACTOR shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the OWNER.

17.6 The CONTRACTOR shall include the provisions of paragraphs 17.5.1 through 17.5.4 inclusively in every subcontract and purchase order so that such provisions will be binding upon such subcontractor or vendor.

~~E. Audit~~

~~SC-17.7 Right to Examine and Audit Records~~

~~The CONTRACTOR agrees that the COUNTY, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers, and records of the CONTRACTOR involving transactions related to the Contract between the COUNTY and CONTRACTOR hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder, during the term of the CONTRACT and for a period of up to three (3) years after final payment to the CONTRACTOR under such contract. Such records shall include hard copy as well as computer-readable data. The CONTRACTOR shall require all if its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provision of this clause by including the requirements hereof in a written agreement between the CONTRACTOR and payee. Further, the CONTRACTOR agrees to cooperate fully ad will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the COUNTY any and all such books, documents, papers and records.~~

END OF SUPPLEMENTARY CONDITIONS

Additional Supplementary Conditions

In addition to the preceding Supplementary Conditions amending or supplementing the Standard General Conditions of the Construction Contract (No. 1910-8, 1983 Edition) and other provisions of the Contract Documents, add the following supplementary conditions.

A. Contract Time

SC-2.3 Commencement of Contract Time

Delete paragraph 2.3 of the General Conditions in its entirety and insert the following in its place:

The Contract Time will commence to run on the date indicated in the Notice to Proceed. The notice to proceed will be issued on or after Monday, March 16, 2020.

B. Test Reports

SC-4.2.1 Exploration and Reports

Add the following new sentence at the end of paragraph 4.2.1 of the General Conditions:

In the preparation of the drawings and specifications, the Engineer did not make test or exploration of subsurface conditions at the site.

C. Insurance

SC-5.6 Property Insurance

Delete paragraph 5.6 of the General Conditions and SC-5.6 of the Supplementary Conditions and insert the following in its place:

Property insurance upon the work at the site will not be provided by the OWNER, and will not be required to be purchased by the CONTRACTOR.

SC-5.7 Property Insurance

Delete paragraph 5.7, 5.8, 5.10 of the General Conditions and SC-5.7 of the Supplementary Conditions and insert the following in its place:

Boiler and machinery insurance upon the work at the site will not be provided by the OWNER, and will not be required to be purchased by the CONTRACTOR.

D. Working Day

Add the following after paragraph 17.2.2 of the General Conditions:

SC-17.2.3 Working Day - Definition

A working day shall be any day upon which the Contractor can physically and legally prosecute the work and shall be determined and counted as provided in these specifications.

SC-17.2.4 Working Day Determination and Extension of Contract Time

If the time for completion of the work is based on working days, then it shall be so specified in the contract. The completion of the work within the time specified is an essential part of the contract.

The Engineer shall issue to the Contractor a Notice to Proceed stating the date upon which work may proceed. The Notice to Proceed will stipulate the date on which it is expected that the Contractor will begin work and from with contract time will be charged.

(a) Assessment of Working Day Charges.

Additional Supplementary Conditions

Assessment of working days charges shall be in accordance with the following provisions:

- (1) One whole day shall be assessed for each working day on which the Contractor is not prevented by weather, or other conditions beyond the Contractor's control, from proceeding with normal construction operations in the performance of the current controlling item(s) of work, as determined by the Engineer, for at least 50 percent of the full number of hours in the normal daily schedule.

Delays due to conditions within the Contractor's control shall be considered to include, but not limited to, the following conditions:

- (1.1) delays caused by the Contractor's failure to secure test reports or certifications for materials as required by the contract;
 - (1.2) delays caused by plant and equipment failure;
 - (1.3) delays due to slow delivery of materials from the supplier or fabricator, when the material is delayed for reasons of priority, late ordering, financial considerations or other causes within the power of the supplier, producer or Contractor to normally foresee and prevent; and
 - (1.4) delays due to the Contractor's failure to coordinate and organize his operations and activities, regardless of the amount of work to be performed under subcontract(s).
- (2) Performance of work on Saturdays is optional with the Contractor. If the Contractor elects to work Saturdays and inspection is required for such work, then a working day will be assessed as per subsection 17.2.4(a)(1), above. In such case, the Contractor shall provide the Engineer 24-hour advance notice of his intention to work on Saturday.
 - (3) Work which will require inspection by the Engineer will not be permitted on Sundays, Kansas civil service holidays and other holidays proclaimed by the Governor of the State of Kansas, or on Saturdays immediately following a Friday holiday or Saturdays immediately preceding a Monday holiday.
 - (4) No working day will be assessed if the Contractor elects to cease operations during the interval between December 23 and January 3. Electing to cease operations during such interval shall neither relieve the Contractor of his responsibility to prevent and protect the project work from damage or loss nor shall it relieve the Contractor from any other responsibility under the contract including, but not limited to, maintenance of traffic control, proper curing of structures and the like.
 - (5) Days on which a controlling item of work is delayed or suspended due to acts of the County or the Engineer shall be

Additional Supplementary Conditions

counted as "County Delay" and shall not be counted as working days.

- (6) Days required to recover from unsuitable weather conditions, such as storm, flood, and the like, in order to attain the approximate condition of work before such event, shall not be counted as working days.
- (7) The Engineer may suspend working days due to weather, providing there are no closed sites.

(b) Additional Working Days.

Additional working days may be granted for additional work created by adding items to the contract or overrunning existing contract items if the additional work is of sufficient magnitude to warrant an extension of the number of working days.

Before starting the additional work, the Contractor shall, when feasible, make written request to the Field Engineer for an extension in the number of working days. The written request shall state the tentative number of additional working days required and the Contractor shall submit sufficient proof to substantiate the request. The request for additional working days shall be submitted for approval by change order and be accompanied by supporting documentation showing the reason for such request.

(c) Notification of Working Days Charged.

The Engineer shall send written notice to the Contractor, or his authorized representative, immediately following the end of each week as to the number of working days charged by the Engineer, then the Contractor shall give written notice of such protest, and the reasons therefore, to the Engineer within two days and the differences shall be settled at the earliest possible time.

The Contractor's failure to protest the Engineer's determination of working days charged within the ten-day period at stated above shall operate as a waiver of any such disagreement and shall bar the Contractor from protesting at any subsequent time.

E. Audit

SC-17.7 Right to Examine and Audit Records; Contract Change Order Procedures; Overcharges

Delete paragraph SC-17.7 of the Supplementary Conditions in its entirety and insert the following in its place:

.1 The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to, and the right to examine and audit, any and all books, documents, papers and records (collectively the "Records") of the Contractor involving transactions related to the contract (the

Additional Supplementary Conditions

“Contract”) between the Owner and Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder. Such Records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers (collectively the “payee(s)”) to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee(s). Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such Records. The Owner’s right to examine and audit any and all Records hereunder shall survive termination of the Contract.

.2 The Contractor agrees to follow the quality control change order processing system (the “System”) utilized by Engineer and Owner to ensure that any and all Contract change orders or Contract modifications (collectively the “Change Order(s)”) that may be necessitated and result during the course of the performance of work or services rendered (the “Work”) pursuant to, and under the requirements of, the Contract are warranted and properly processed. The System shall serve as a means for Owner and Contractor representatives to ensure the propriety, justification and timeliness of the Change Order(s), the reasonableness and accuracy of the price for the Change Order(s), and full documentation to enable the parties to examine how the price was determined, reviewed, evaluated, negotiated, and accepted or rejected.

.3 The Contractor agrees that if at any time following thirty-six (36) months of termination of the Contract (the “audited period”), an audit performed by or for the Owner hereunder of the Records and/or Change Order(s) pertaining to, or in connection with, the Work and/or the Contract reveals that any overcharges were paid by the Owner and were attributable to any error, omission, negligence, misrepresentation, or willful act on the part of the Contractor, or any of its officers, employees, subcontractors, agents or payees, then the Contractor, or any of its assigns or successors, shall, within thirty (30) days of receipt of written notice from the Owner, refund upon demand, and be and remain liable to the Owner for payment of, any such overcharges revealed, including interest thereupon, for the audited period, as well any and all out-of-pocket costs incurred by the Owner with respect to conducting the audit and collecting the overcharges. Neither shall the making and acceptance of final payment under the Contract nor the termination of the Contract constitute a waiver of any claim on the part of the Owner to make demand upon the Contractor for any such overcharges and related costs thereto; provided, further, that any such demand of the Owner made upon the Contractor shall not be subject to the claims and disputes procedural requirements or provisions, if any, of the Contract, but shall remain a continuing obligation of the Contractor until satisfied.

Additional Supplementary Conditions

.4 Tax Clearance for Taxes owed to Local Governments

The local governments of Johnson County Ks., City of Kansas City Mo., Jackson County Mo., and the Unified Government of Wyandotte County Ks. (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. These forms should only be requested after the bid has been opened and only from the winning bidder(s) at the time of the contract execution.

End of Additional Supplementary Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SAMPLE	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	MUST INCLUDE CONTRACTOR TO WHOM CONTRACT HAS BEEN AWARDED	INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> PROD / COMPLETED OPER. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	SAMPLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ PER MED EXP (Any one person) \$ CONTRACT PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SAMPLE			COMBINED SINGLE LIMIT (Ea accident) \$ PER BODILY INJURY (Per person) \$ CONTRACT BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ PER AGGREGATE \$ CONTRACT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			INCLUDE ALL STATES ENDT			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER PER E.L. EACH ACCIDENT \$ CONTRAT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	- PROFESSIONAL LIABILITY						PER TERMS OF CONTRACT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INCLUDE: 1) RFP No. and Project description, 2) Board of County Commissioners, Johnson County, Kansas, its Officers, Commissions, Agencies, and Employees are Named Additional Insured under General Liability as evidenced by Endorsement CG2010, GC2033, Or Manuscript equivalent.

CERTIFICATE HOLDER	CANCELLATION
Board of County Commissioners, Johnson County, KS c/o Risk Manager 111 S. Cherry Street, Suite 2400 Olathe, KS 66061-3441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	XX

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Section 01010 General

Part 1 General

1.01 Section Includes

- A. Work by Owner
- B. Cash Allowances
- C. Schedule of Values
- D. Surveying
- E. Conferences
- F. Submittal Procedures
- G. Construction Progress Schedule
- H. Products
- I. Shop Drawings
- J. Inspection and Testing Laboratory
- K. Temporary Sanitary Facilities
- L. Contract Close-out Procedures
- M. Final Cleaning
- N. Project Record Documents
- O. Application for Payment
- P. Change Procedures
- Q. Construction Sequences
- R. KDOT Standard Specifications
- S. Measurement and Payment
- T. Description of the Work
- U. Status of Utilities

1.02 Work by Owner

- A. The Owner will perform certain work as indicated on the drawings.
 - 1) Additional barricades and signs deemed necessary outside of project limits.
 - 2) Rock surfacing at certain locations.

1.03 Cash Allowances

- A. There are no cash allowances included in this project.

1.04 Schedule of Values

- A. Unit prices will be considered a schedule of values, no separate submittal is required.

1.05 Conferences

- A. Engineer will schedule a preconstruction conference prior to Notice to Proceed. The following persons are required to attend:
 - 1) Contractor's Superintendent.
 - 2) Primary subcontractors performing work at site.
 - 3) Land Surveyor.

1.06 Submittal Procedures

- A. Submittal list to identify Project, Contractor, Subcontractor, or Supplier.
- B. Identify variations from Contract Documents.

Section 01010

General

- C. Submit certifications from suppliers in accordance with KDOT Standard Specifications, section 2600. Materials without certifications will not be paid for.
- D. Revise and resubmit submittals as required.

1.07 Construction Progress Schedule

- A. Submit initial progress schedule in duplicate at least 30 days prior to beginning construction.
- B. Submit revised schedules every two months.
- C. Submit a horizontal bar chart with separate line for each major section of work.

1.08 Products

- A. Within 30 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use.

1.10 Shop Drawings

- A. Shop drawings will be required for all precast structures.

1.11 Inspections and Testing Laboratory Services

- A. Owner will employ and pay for services of an independent firm to perform inspection and testing, or these items will be performed by County personnel.
- B. Cooperate with independent firm, furnish access, samples as requested, give adequate notice of concrete pours, earthwork, etc.
- C. Re-testing required by non-conformance to specified requirements will be charged to the Contractor.

1.12 Temporary Sanitary Facilities

- A. Provide and maintain required facilities.
- B. Maintain in clean and sanitary condition.

1.13 Contract Close-out Procedures

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and work is complete in accordance with Contract Documents and ready for Engineer's inspection.

1.14 Final Cleaning

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from site.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.15 Project Record Documents

- A. Engineer will maintain required record documents.

1.16 Application for Payment

- A. Engineer will prepare application for payment on a form furnished by Owner.
- B. Cooperate with Engineer in determining quantities incorporated in the work.

- C. Payment period: Monthly.

Section 01010

General

- D. Every other month, attach revised construction progress schedule.
- E. Submit three signed copies to Engineer.

1.17 Change Procedures

- A. Engineer will prepare change orders for signatures of parties as provided in the Conditions of the Contract.
- B. Change Order Form furnished by Owner.

1.18 Construction Sequences

- A. Construction cannot begin before the date indicated in the Additional Supplementary Conditions. On Tied projects, only three sites may be closed to traffic at one time.
- B. No work will be allowed within ten feet of the roadway prior to placement of all traffic control devices.
- C. If all other construction is complete, time may be suspended to allow for seeding and mulching in the specified seeding periods.

1.19 KDOT Standard Specifications

- A. All work shall be performed in accordance with "Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, Edition 1990", except as modified in the various sections of the detailed specifications. The above noted specifications will be referred to in the specifications as "KDOT Specifications."
- B. Division 100 (General Clauses and Covenants) of KDOT Specifications will not apply to this project except for the definition of various terms which apply to the work.

1.20 Measurement and Payment

- A. Method of measurement for basis of payment for unit prices shall be in accordance with KDOT Specifications except as modified in the various sections of the detailed specifications and as listed below.
- B. The following items of work shall not be paid for separately, but will be considered subsidiary to the bid items.
 - 1) Mobilization
 - 2) Large Trees
 - 3) Excavation for Structures: Class I, II, & III Excavation
 - 4) Shaping of channel to match new and extended structures
 - 5) Excavation necessary to install cross road pipes and entrance pipes
 - 6) Water
- C. Seeding, fertilizing, and mulching at the rates indicated by these specifications will not be paid for separately, but by a lump sum amount.
- D. Sodding as indicated by these specifications will not be paid for by a unit area, but by a lump sum amount.

End of Section

**Section 2040
Status of Utilities**

K.10 - 1.00			
Utility Company	Status	Date Expected Complete	Date Completed
Unknown Utility Box	No apparent conflict; No Contact information;	N/A	N/A

Contractor is Responsible for contacting all utilities.

J.5-1.00			
Utility Company	Status	Date Expected Complete	Date Completed
Atmos	Atmos permanently relocated line off of the bridge. Order of phased construction was set to allow reattachment of gas line as early as possible. With permanent relocation of the line THE CONTRACTOR HAS THE OPTION TO SWITCH THE ORDERING OF THE PHASING. Relocation Complete. Contract person is Jeff Johnson 913-204-7734.	N/A	N/A
Century Link	Relocations Completed: Contact Person is Andy Tuttle (913) 856-2232	N/A	N/A
City of Overland Park	Depth Gauges and conduit on north soffit has been removed. Conduit at east abutment leading to the temperature sensor has not been removed (as indicated on the plans) but is NOT EXPECTED TO CONFLICT WITH CONSTRUCTION. The surface pavement sensor will be removed by the Contractor's milling operations for the 2 1/4" Machine Preparation. Contract person is Ed Reyes 913-895-6047.	N/A	N/A

Contractor is Responsible for contacting all utilities.

Section 05020 Traffic Control

Part 1 General

1.01 Section includes

- A. Traffic Control Items
- B. Unit Prices
- C. Barricades
- D. General Materials
- E. Special Techniques
- F. Traffic Control Plan
- G. Work by Others

1.02 References

- A. KDOT Specifications
- B. MUTCD (Manual on Uniform Traffic Control Devices by Federal Highway Administration)

1.03 Unit Prices

- A. Basis of Payment: Lump Sum.

Part 2 Materials

2.01 Barricades

- A. Mount Type III and Type I on skids.
- B. Type III and Type I barricades 10' long, wing barricades 6' long.
- C. Two Type A Warning Lights required on Type III barricades, one Type A Warning Light required on wing barricades.
- D. Type II High Performance Retroreflective Sheeting on barricade boards.

2.02 General

- A. Fluorescent Orange Prismatic Grade Retroreflective Sheeting on all orange signs. Type II High Performance Retroreflective Sheeting on all other signs and barricades.
- B. Mount signs on standard "U" steel signposts.

Part 3 Execution

3.01 Special Techniques

- A. Perform all work in accordance with KDOT Specifications -Section 821.
- B. Coordinate contractors signing with additional signing placed by Owner.

3.02 Traffic Control Plan

- A. Place traffic control devices as indicated on the plans or as directed by the engineer.
- B. Place Type I barricades to protect open excavations.
- C. Suitable access shall be provided without unreasonable delays to those individuals having entrances to their homes that lie within the project limits.

3.03 Work by Others

- A. County may post additional signing at County's expense.

End of Section

Special Provision PWK-SP1011 KDOT Specifications

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques

1.02 General Requirements

- A. Update reference in Johnson County Specification 01010-General to delete the reference to the 1990 KDOT Specifications and update to the current KDOT Standard Specification as modified by KDOT Standard Special Provisions.

1.03 References

- A. Johnson County Specification Section 01010-General

1.04 Special Techniques

- A. Delete the content of Item A in paragraph 1.19 “KDOT Standard Specifications” and replace with the following:

“Except as modified by the Contract documents, all work shall be performed in accordance with the “Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, Edition 2015” (with errata) and as modified by KDOT Standard Special Provisions. KDOT Special Provisions are available on the KDOT website at:

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015/2015-home.asp>

KDOT Special Provisions with an effective date prior to the Project bid date will be considered to be an applicable Special Provision for this Project.

The above noted specifications will be referred to in the specifications as “KDOT Specifications.”

End of Section

PWK-SP1011-1

**Special Provision PWK-SP5502
Temporary Pavement Marking &
Temporary Raised Pavement Markers**

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Provide temporary raised pavement markers on structure J.5-10.0 and K.1-1.0. Provide temporary pavement markings on structure J.5-10.0.

1.03 References

- A. KDOT Section 805.3(i) – Temporary Pavement Marking and Temporary Raised Pavement Markers (RPMs)
- B. KDOT Section 2206 – Raised Pavement Markers
- C. KDOT Section 2210 - Temporary Pavement Marking Tape

1.04 Special Techniques

- A. Install per manufacturer's recommendations.
- B. All temporary pavement markings shall be removed prior to project completion.
- C. Following completion of the overlays, install RPMs as specified in KDOT Section 805.3(i). Johnson County will remove the temporary RPMs and install permanent pavements marking following completion of the project.

1.05 Measurement and Payment

- A. The Engineer will measure Temporary Pavement Marking in stations (100 foot increments) per line. The Engineer will measure both lines when a double yellow centerline marking is required. Removal of existing pavement markings and removal of temporary pavement markings shall be subsidiary to Temporary Pavement Markings. Providing and installing RPMs on structures J.5-10.0 and K.1-1.0 will be considered subsidiary to other items in the Contract.

End of Section

PWK-SP5502-1

**Special Provision PWK-SP7711
Reinforcing Steel**

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Provide reinforcing steel to replace existing reinforcing that has been damaged by corrosion.

1.03 References

- A. KDOT Section 711 – Reinforcing Steel

1.04 Special Techniques

- A. Locations with deteriorated reinforcing steel shall be brought to the attention of the Engineer. The Engineer shall make a determination as to whether the deteriorated reinforcement needs to be supplemented with additional reinforcement.

1.05 Measurement and Payment

- A. Reinforcement will be measured in accordance with the KDOT Specification. Payment for “Reinforcing Steel (Repair)(Grade 60)(Set Price)” will be made at the set price as established in the Contract Documents and as shown on the Bid Form.

End of Section

Special Provision PWK-SP7717 Bridge Overlays

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Place a portland cement concrete bridge deck overlay in accordance with Section 717 of the KDOT Standard Specification for State Road and Bridge Construction, except as modified herein.

1.03 References

- A. KDOT Section 717 – Bridge Overlays.

1.04 Special Techniques

- A. Delete the last two sentences of Section 717.3(d) and replace with the following:
“For Structure J.5-10.0, the portland concrete wearing surface shall be tined in lieu of a burlap bag or grooved finish. The portland concrete wearing surface on Structure K.1-1.0 shall be finished with a burlap drag followed by the application of a Multi-Layer Polymer Concrete Overlay.

Tining shall proceed when a tight, uniform surface on the overlay has been achieved. Give the surface a suitable texture by transverse grooving perpendicular to the center line of the bridge with a tining float or a vibratory tining float having a single row of fins. Make the grooving approximately 3/16 inch in width at 3/4 inch centers, with a depth of approximately 1/8 inch. Achieve the desired texture while minimizing displacement of the larger aggregate particles. The transverse grooving should terminate approximately 3' in from the outside edge of deck. Finish the area adjacent to the curbs with a light, longitudinal broom finish.”

(continued on next page)

**Special Provision PWK-SP7717
Bridge Overlays**

B. Delete Table 710-1 from Section 710.3(e), as referenced in Section 717.3(e) and replace with the following table:

Table 710-1: Minimum Cure Times and Curing Mediums		
Structure	Minimum Cure Time (days)	Curing Medium and Use
J.5-10.0	14 Wet + 7 Curing Membrane	Wet burlap covered with white polyethylene sheeting during the 14-day period. After the wet cure period, apply 2 coats of Type 2 white liquid membrane forming compound. Place the first coat within 30 minutes of removing the sheeting and burlap. Spray the second coat immediately after and at right angles to the first application. Protect the curing membrane against marring for a minimum of 7 days (135 th St to remain close). The Engineer may limit work during this 7-day period.
K.1-1.0	14 Wet	Wet burlap covered with white polyethylene sheeting during the 14-day period. See PWK-SP7729 for additional dry time prior to placement of multi-layer polymer overlay.

1.05 Measurement and Payment

- A. Replace KDOT Specification Section 717.4 with the following:
“The Engineer will measure bridge overlay by the square yard based on the nominal area of the deck. No deduction will be made for the bridge rail posts.”
- B. No separate measurement or payment will be made for “Material for Portland Cement Concrete Overlay (Set Price)”. All material required beyond the theoretical volume will be considered subsidiary to “Portland Cement Concrete Overlay”.

End of Section

**Special Provision PWK-SP7727
Bridge Repairs**

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. Bid Items
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Repair edge of bridge deck in accordance with the Contract documents.

1.03 Bid Items

A. <u>Bid Item</u>	<u>Unit</u>
Edge Repair	Linear Foot
Surface Repair	Linear Foot

1.04 Special Techniques

- A. The “Edge Repair” bid item will be used where there is extensive deterioration of the deck perpendicular to the face of the slab soffit. The “Surface Repair” bid item will be used where the deterioration, in general, is limited to loss of cover on the slab soffit and the edge of the bottom of the slab.
- B. In the area of Edge Repairs, thin remnants of sound concrete that remain between the machine preparation of the deck surface and the removal of the deteriorated concrete shall be removed to eliminate multiple cold joints in the repair. Edge repairs shall remove a minimum of 7” to allow encapsulation of the longitudinal reinforcement to anchor the repair.
- C. Following the removal of deteriorated concrete, the Surface Repair and Edge Repair areas shall be sandblasted to remove loose concrete, dirt, other foreign matter and to clean the reinforcing steel.
- D. Place and cure patch materials per manufacturer’s recommendations.

1.05 Measurement and Payment

- A. “Edge Repairs” shall be field measured per linear foot along the edge of deck where the nominal patch width (perpendicular to the bridge deck soffit) is equal to or greater than 7”. Thickness transitions from Surface Repairs to Edge Repairs will be measured as “Edge Repairs”. Any abutting repair on the bottom of the slab shall be considered part of “Edge Repair”.
- B. “Surface Repairs” shall be field measured along the edge of deck where the thickness of the patch consists primarily of removal of deteriorated concrete cover on the soffit and/or bottom of slab (lengths of deck that are not Edge Repairs). Soffit and bottom of slab repairs will not be measured independently, but will paid per linear foot where either a soffit or bottom of slab overhead repair has been patched.

End of Section

PWK-SP7727-1

Special Provision PWK-SP7729
Multi-Layer Polymer Concrete Overlay

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Place a multi-layer polymer overlay in accordance with Section 729 of the KDOT Standard Specification for State Road and Bridge Construction, except as modified herein.

1.03 References

- A. KDOT Section 729 – Multi-Layer Polymer Overlay

1.04 Special Techniques

- A. Replace the first sentence of Section 729.3(a) with the following:
“Wet cure the portland cement concrete overlay for 14 days and allow the deck to dry for 14 days following the wet cure before applying the multi-layer polymer overlay.

1.05 Measurement and Payment

- A. The Engineer will measure multi-layer polymer overlay by the square yard based on the nominal area of the deck. No deduction will be made for the bridge rail posts.

End of Section

**Special Provision PWK-SP7731
Area Prepared for Patching
(Existing Concrete Deck)**

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 References

- A. KDOT Section 731- Area Prepared for Patching (Existing Concrete Bridge Decks)

1.03 Special Techniques

- A. Patch the existing bridge deck surface in accordance with Section 731 of the KDOT Standard Specifications for State Road and Bridge Construction, except as modified herein.
- B. Removed debris shall become the property of the Contractor and removed from the site.
- C. Based on observations of existing failed patches at Structure K.1-1.0 it appears that a polymer patch material was used prior to the placement of the 2004 multi-layer epoxy overlay. The polymer patch material has an olive, glassy appearance. The material is flexible and can be compressed under tactile pressure. It is not known if all the polymer patches are flexible or if the unsuitable material was limited to individual batches. In addition, subsequent to the 2004 multi-layer polymer overlay, Johnson County crews have patched the structure with portland materials. The flexible polymer patches need to be removed and patched prior to the placement of the portland cement concrete overlay.
- D. Subsequent to the removal of the deck surface by machine preparation and sounding for delaminated areas, the deck shall be visually checked for any additional, sound, patched areas. These areas shall be checked in the presence of the Engineer with a chipping hammer to determine if the patch contains the unsuitable polymer (flexible) patch material. The Engineer will determine if the existing polymer patch material is unsuitable and, if determined unsuitable, will be marked for removal.
- E. If unsuitable patch material surrounds existing reinforcing steel, clean the material from the steel with the normal procedures used in deck patching.
- F. If the unsuitable polymer material cannot be removed from the reinforcing steel with normal processes, the Contractor shall coordinate with the Engineer for consideration of changed conditions.
- G. No evidence of the unsuitable polymer patch material was observed at Structure J.5-10.0, but all existing patch areas shall be checked for unsuitable patch material.

1.04 Measurement and Payment

- A. As per KDOT Specification

End of Section

PWK-SP7731-1

**Special Provision PWK-SP7732
Machine Preparation
(Existing Concrete Bridge Decks)**

Part 1 General

1.01 Section Includes

- A. General Requirements
- B. References
- C. Special Techniques
- D. Method of Measurement and Basis of Payment

1.02 General Requirements

- A. Prepare the bridge deck surface for a concrete bridge deck overlay by removing the existing concrete and epoxy overlay materials in accordance with Section 732 of the KDOT Standard Specification for State Road and Bridge Construction, except as modified herein.

1.03 References

- A. KDOT Section 732- Machine Preparation (Existing Concrete Decks)

1.04 Special Techniques

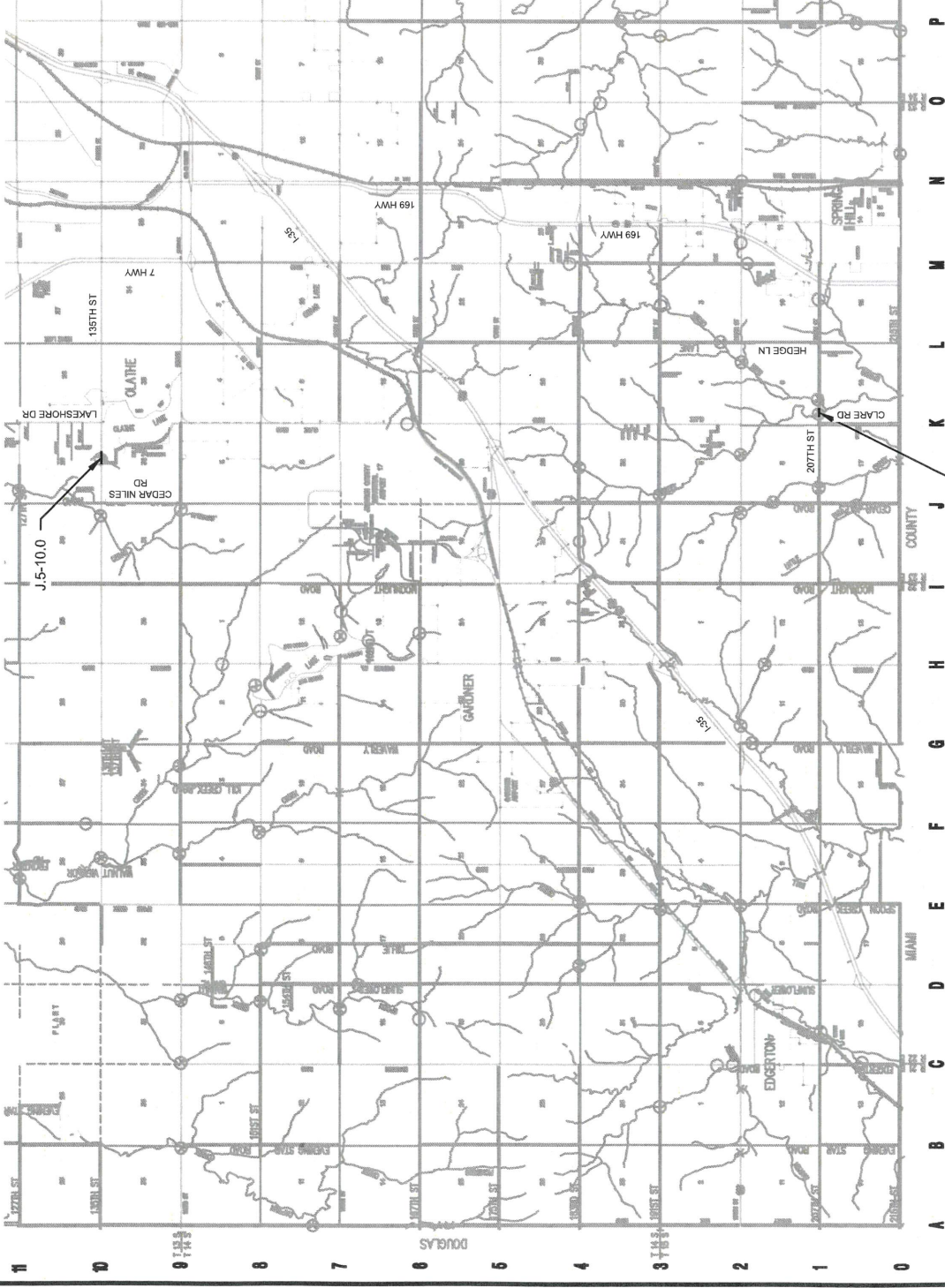
- A. Remove concrete and asphaltic materials from the existing surface to the specified depth over the area of the deck by means of milling or cutting procedure capable of removing the specified material without injury to the sound concrete.
- B. Removal of deck areas (under the corral rail) that are not accessible to a milling machine will be restricted to jackhammers of a 30 pound or lighter class.
- C. Material removed from the deck shall be considered the property of the Contractor and shall be removed from the site.

1.05 Measurement and Payment

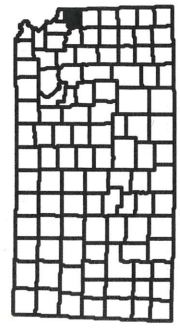
- A. The Engineer will measure machine preparation by the square yard based on the nominal area of the deck. No deduction will be made for the bridge rail posts.

End of Section

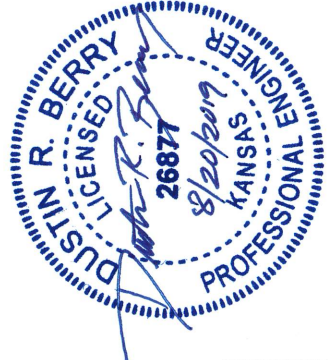
PWK-SP7732-1



LOCATION MAP



KANSAS KEY MAP
SHOWING LOCATION OF COUNTY



- INDEX OF SHEETS
- 1 COVER SHEET
 - 2 GENERAL NOTES & QUANTITIES 1
 - 3 BRIDGE NO J.5-10.0 PLAN & PROFILE
 - 4 BRIDGE NO J.5-10.0 DETAILS
 - 5 BRIDGE NO J.5-10.0 TRAFFIC CONTROL 1
 - 6 BRIDGE NO J.5-10.0 TRAFFIC CONTROL 2
 - 7 BRIDGE NO J.5-10.0 TRAFFIC CONTROL 3
 - 8 GENERAL NOTES & QUANTITIES 2
 - 9 BRIDGE NO K.1-1.0 PLAN & PROFILE
 - 10 BRIDGE NO K.1-1.0 DETAILS
 - 11 BRIDGE NO K.1-1.0 TRAFFIC CONTROL 1
 - 12 TRAFFIC CONTROL DETAILS



J.5-10.0



K.1-1.0

COVER SHEET

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ISSUE DATE: AUGUST 20, 2019 SHEET: 1

ORDER OF WORK:
THE CONTRACTOR SHALL PRIORITIZE THE WORK ON J.5-10.0 BY:
A. PERFORMING WORK ON THE J.5-10.0 FIRST
B. UTILIZING 2 CREWS AND SIMULTANEOUSLY WORKING ON BOTH STRUCTURES

J.5-10.0

EXISTING STRUCTURE AND CONDITION

THIS INFORMATION IS PROVIDED AS GENERAL INFORMATION AND DOES NOT CONSTITUTE A COMPLETE DESCRIPTION OF THE STRUCTURE'S CONDITION. THE EXISTING STRUCTURE IS A 30'-40'-30' FLAT SLAB STRUCTURE WITH TRIANGULAR HAUNCHES AT THE PIERS. A MULTI-LAYER EPOXY OVERLAY WAS PLACED ON THE STRUCTURE IN 2014. PLANS OF THE EXISTING STRUCTURE ARE AVAILABLE IN THE FILES OF JOHNSON COUNTY DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AND ARE AVAILABLE ON REQUEST.

CHAIN DRAG INVESTIGATIONS OF THE DECK IN JUNE 2019 INDICATED DELAMINATION AREAS IN THE MAGNITUDE OF 60% OF THE DECK AREA. THE DEPTH OF DELAMINATION (AT THE LEVEL OF THE REINFORCING STEEL OVERLAY SEPARATION OR SOME OTHER CONDITION) IS NOT KNOWN. TRANSVERSE AND LONGITUDINAL CRACKING WAS NOTED IN THE OVERLAY.

THE EDGE OF THE DECK BETWEEN THE RAIL POSTS HAS EXPERIENCED SIGNIFICANT CONCRETE SECTION LOSS. THE SECTION LOSS BETWEEN THE POSTS IS TYPICALLY THE FULL THICKNESS OF THE DECK WITH A LATERAL SECTION LOSS GREATER THAN THE REINFORCEMENT SIDE COVER (ESSENTIALLY A FULL DEPTH EDGE PATCH FOR REPAIR). THE DETERIORATION AT THE RAIL POSTS IS LESS SEVERE AND CONSISTS OF SPALLING OF THE BOTTOM OF SLAB COVER CONCRETE AND SOME SPALLING OF THE SLAB EDGE CONCRETE.

BASIS OF QUANTITIES AND MEASUREMENT

EDGE REPAIR: THE BID QUANTITY FOR "EDGE REPAIR" WILL BE BASED ON THE LENGTH OF DECK BETWEEN THE FACES OF THE RAIL POSTS ALONG THE ENTIRE LENGTH OF THE BRIDGE. THE "EDGE REPAIR" DETAIL IS TO BE USED WHERE THE LATERAL EXTENT OF CONCRETE DETERIORATION (PERPENDICULAR TO ROADWAY) BETWEEN THE TOP AND BOTTOM MATS OF SLAB REINFORCEMENT IS DEEPER THAN THE MAXIMUM PRACTICAL APPLICATION DEPTH OF TROWEL-ON. NO SAG CONCRETE MATERIALS WILL ALLOW. ADDITIONAL OVERHEAD REPAIRS ON THE BOTTOM OF THE SLAB ABUTTING EDGE REPAIRS SHALL BE CONSIDERED SUBSIDIARY TO "EDGE REPAIR". REMOVAL OF SOUND CONCRETE ABOVE THE DETERIORATED CONCRETE IN THE EDGE REPAIR WILL BE ALLOWED TO PROVIDE THE OPTION OF A FORMED REPAIR IN LIEU OF A TROWEL-ON REPAIR. THE MINIMUM TOP WIDTH OF THE EDGE REPAIR SHALL BE 7" TO ALLOW THE PATCH MATERIAL TO ENVELOPE THE OUTER LONGITUDINAL AND PORTIONS OF THE TRANSVERSE REINFORCING STEEL. REPAIRS WITH GREATER THAN 7" WIDTH AT THE TOP OF THE PATCH SHALL BE MEASURED AS "EDGE REPAIR". REPAIRS WITH A WIDTH LESS THAN 7" SHALL BE MEASURED AS "SURFACE REPAIRS", REGARDLESS OF LOCATION.

SURFACE REPAIR: THE BID QUANTITY FOR "SURFACE REPAIR" WILL BE BASED ON THE LENGTH OF DECK BELOW THE RAIL POSTS THAT ARE BETWEEN THE ABUTMENT FACES. THE "SURFACE REPAIR" DETAIL IS INTENDED FOR USE WHERE THE APPLICATION OF A TROWEL-ON REPAIR TO THE VERTICAL AND OVERHEAD FACES IS PRACTICAL. REPAIR OF THE SLAB BOTTOM AND SLAB SOFFIT AT A GIVEN POINT SHALL BE CONSIDERED A SINGLE REPAIR, PAID PER LINEAR FOOT. SEPARATE "SURFACE REPAIR" MEASUREMENTS WILL NOT BE MADE FOR SLAB BOTTOM AND SLAB SOFFIT.

MACHINE PREPARATION: THE DESIGN CLEARANCE TO THE TOP MAT OF REINFORCING STEEL IS 2 1/2". IN 2014 A MULTI-LAYER EPOXY OVERLAY (TYPICAL NOMINAL DESIGN THICKNESS OF 3/8") WAS PLACED ON THE STRUCTURE. THE MACHINE PREPARATION THICKNESS OF 2 1/2" SHOULD LEAVE AN APPROXIMATED COVER OF 3/8" WITH THE APPLICATION OF A 2 1/2" OVERLAY. THE TOTAL COVER WILL BE APPROXIMATELY 2 5/8". THE PAY QUANTITY FOR "MACHINE PREPARATION 2 1/2" WILL BE THE DECK AREA (NO REDUCTION FOR POSTS).

PORTLAND CEMENT CONCRETE OVERLAY (2.25"): THE PAY QUANTITY FOR "PORTLAND CEMENT CONCRETE OVERLAY (2.25") WILL BE THE DECK AREA (NO REDUCTION FOR POSTS). THE SURFACE OF THE OVERLAY SHALL BE FINISHED.

PERMANENT STRIPING: PERMANENT STRIPING WILL BE PERFORMED BY COUNTY.

ESTIMATED SUMMARY OF QUANTITIES - J.5-10.0			
ITEM	UNITS	QUANTITY	QUANTITY
MACHINE PREPARATION (2.5")	SY	477	
AREA PREPARED FOR PATCHING	SY	150	
REINFORCING STEEL (REPAIR) (GRADE 60) (SET PRICE)	LBS	1	
PORTLAND CEMENT CONCRETE OVERLAY (2.25")	SY	477	
SURFACE REPAIR	LF	58	
EDGE REPAIR	LF	141	
TRAFFIC CONTROL	LS	1	
PAVEMENT MARKING (TEMP) (4" SOLID) (TYPE I)	STAIL	21.3	
AREA PREPARED FOR PATCHING IS ESTIMATED AT 30% OF TOTAL MACHINE PREPARED AREA. ENGINEER TO CONFIRM ACTUAL SQUARE FOOTAGE DURING CONSTRUCTION.			
REMOVAL OF EXISTING STRIPING AND REMOVALS OF TEMPORARY STRIPING TO BE SUBSIDIARY TO PAVEMENT MARKING (TEMP) (SOLID) (LINE MASKING TAPE) BID ITEM.			
PATCHING MATERIALS ARE INCLUDED IN THE UNIT PRICE FOR ALL REPAIRS.			
PAY QUANTITIES WILL BE BASED ON ENGINEER'S FIELD MEASUREMENTS OF ALL REPAIRS.			

TRAFFIC CONTROL SIGNS QUANTITIES		
SIGN	QUANTITY (MAX)	DESCRIPTION
G20-2	2	END ROAD WORK
M4-8a	2	END DETOUR
M4-9L	4	DETOUR (ARROW-LEFT)
M4-9R	4	DETOUR (ARROW-RIGHT)
M4-10L	2	DETOUR ARROW (LEFT)
M4-10R	2	DETOUR ARROW (RIGHT)
R3-1	1	NO RIGHT TURN
R11-2	4	ROAD CLOSED
R11-4	4	ROAD CLOSED TO THRU TRAFFIC
W20-1	2	ROAD WORK AHEAD
W20-3	6	ROAD CLOSED AHEAD
W24-1L	1	DOUBLE REVERSE CURVE (LEFT)
W24-1R	1	DOUBLE REVERSE CURVE (RIGHT)
	8	TYPE III BARRICADES
	16	CHANNELIZERS
	2	CHANGEABLE MESSAGE SIGN

GENERAL NOTES & QUANTITIES 1

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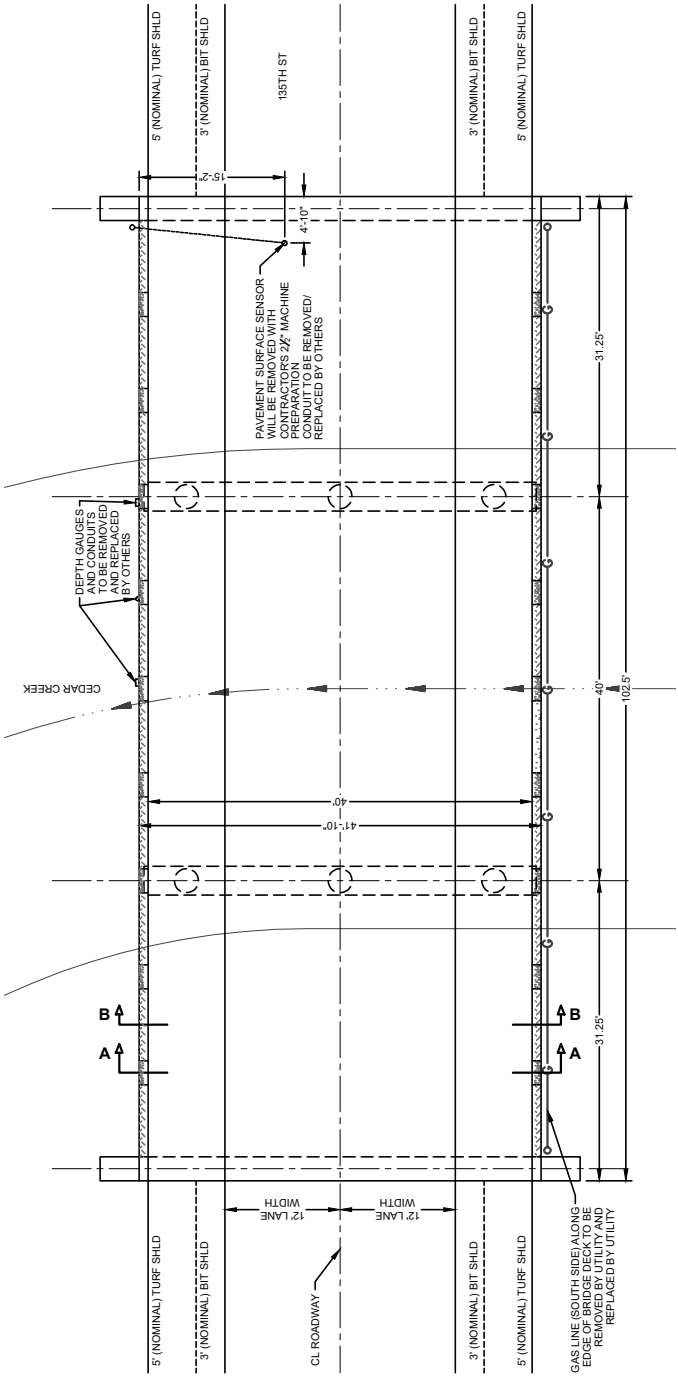
SHEET 2

LEGEND

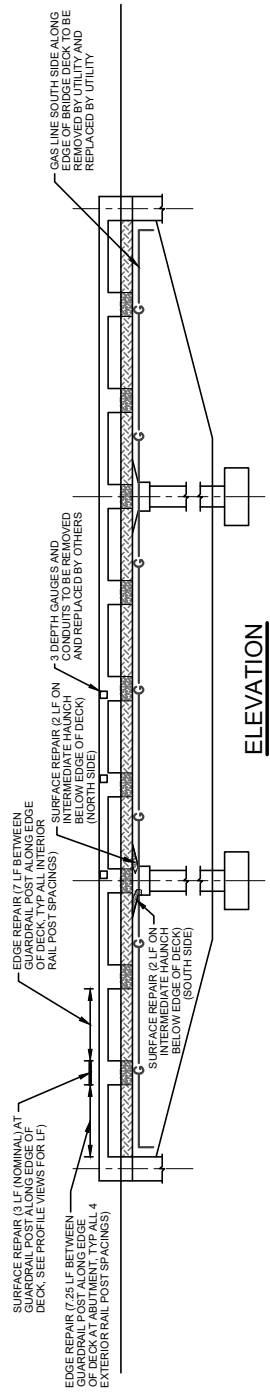
-  PORTLAND CEMENT CONCRETE (PCC) OVERLAY
-  SOFFIT REPAIR
-  EDGE REPAIR



NORTH



PLAN




ELEVATION

NOTE: THIS DRAWING IS NOT TO SCALE

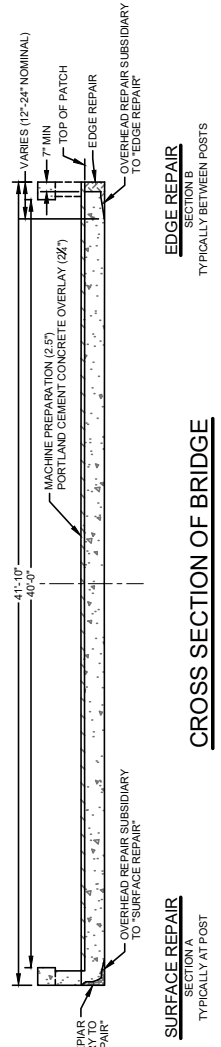
BRIDGE NO J.5-10.0

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CROSS SECTION OF BRIDGE

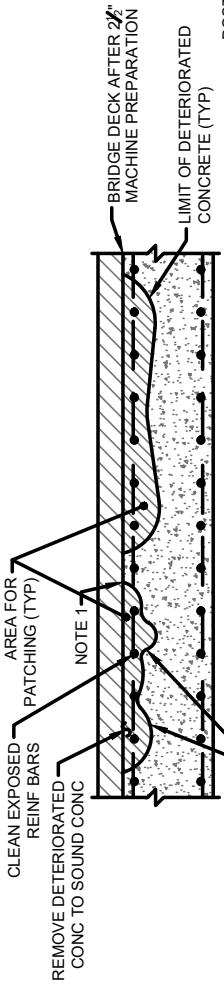
GENERAL SLAB REPAIR PROCEDURE:

THE SLAB REPAIR PROCEDURE SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

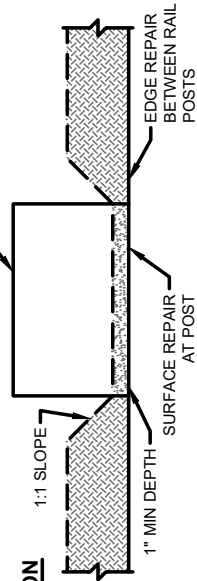
1. MACHINE PREPARATION AT 24" DEPTH (ENTIRE SLAB TO EDGE OF DECK, BETWEEN RAIL POSTS).
2. AFTER MACHINE PREPARATION, SOUND THE EXPOSED SURFACE OF THE DECK AND LOCATED DELAMINATE AREAS. LIMITS OF DELAMINATED AREAS SHALL BE MARKED WITH PAINT. ENGINEER SHALL APPROVE ALL REPAIR LIMITS PRIOR TO REMOVAL.
3. REMOVE DELAMINATED AND DETERIORATED CONCRETE AS SHOWN AND DESCRIBED IN THE SPECIFICATIONS.
4. WHERE AN EXISTING REINFORCING BAR IS DETERIORATED OR DAMAGED BY THE CONTRACTOR, AS DETERMINED BY THE ENGINEER, A NEW BAR THE SAME SIZE AS THE EXISTING BAR SHALL BE LAPPED WITH THE EXISTING BAR AS SHOWN.
5. PLACE PATCHES LESS THAN 1" THICK WITH OVERLAY. ENSURE DECK IS CLEANED OF DEBRIS AND REINFORCEMENT IS CLEAN OF CORROSION PRIOR TO RCC PLACEMENT.
6. PLACE 2" PORTLAND CEMENT CONCRETE OVERLAY WEARING SURFACE OVER ENTIRE DECK.

NOTES:

1. GRIND, CHIP OR SAWCUT 1/2" MINIMUM PERPENDICULAR TO FACE OF CONCRETE. DO NOT FEATHER EDGE.
2. AREA TO BE MACHINE PREPARED SHALL BE THE LENGTH OF THE BRIDGE FROM FACE TO FACE OF THE BRIDGE RAIL. AREAS UNDER AND BETWEEN RAIL POSTS SHALL ALSO BE REMOVED BY CONTRACTOR TO MATCH THE 2.50" MACHINE PREPARATION. PAYMENT FOR THIS REMOVAL SHALL BE SUBSIDIARY TO MACHINE PREPARATION BID ITEM.
3. SURFACE REPAIR SHALL INCLUDE ALL OVERHEAD AND EDGE REPAIR AT POST FOR A TRANSVERSE DISTANCE OF 24", PATCHING TO INTERMEDIATE HAUNCH FACES, AND AT EDGE OF DECK BELOW GUARDRAIL POSTS.
4. OVERHEAD PATCHING BETWEEN THE GUARDRAIL POSTS OVERHEAD PATCHING SHALL BE A CEMENT-BASED, NON-SAG MORTAR SUITABLE FOR VERTICAL AND OVERHEAD REPAIRS. THE MATERIAL SHALL BE MASTEREMAC N 4244 BY BASF BUILDING SYSTEMS OR SIKATOP 123 PLUS BY SIKACHEMICAL CORPORATION, OR AN APPROVED EQUAL.
5. PATCH MATERIAL SHALL BE PLACED, FINISHED AND CURED ACCORDING TO THE MANUFACTURER'S REQUIREMENTS.
6. CONTRACTOR TO WORK ON SOUTH SIDE OF BRIDGE EDGE FIRST SO GAS LINE CAN BE REATTACHED.



TYPICAL MACHINE PREPARATION WITH AREA FOR PATCHING



MINIMUM REBAR SPlice LENGTHS	
Existing Bar Size	Minimum Splice Lengths (Inches)
#4	Existing Gr. 40 ksi Bars 12" Existing Gr. 60 ksi Bars 16"
#5	20"
#6	13" 16" 24"
#7	20"
#8	26" 30"
#9	33" 39"
#10	49" 49"
#11	62" 77"

Notes: If splicing epoxy coated reinforcing steel, increase the above splice lengths by 20%.

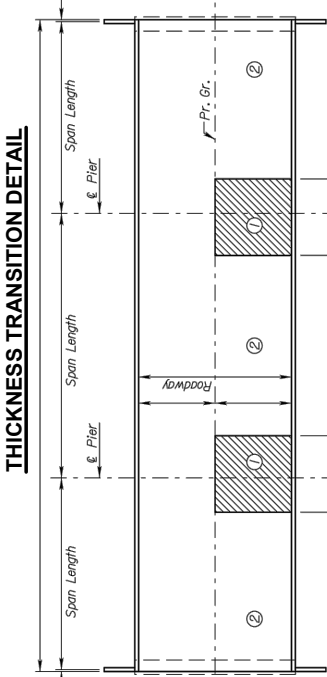
Lap lengths are based on a Class B splice. Use the minimum splice length corresponding to the grade of the existing reinforcing in the deck.

PATCHING SEQUENCE: The concrete removal shall be completed in stages beginning with removal of deteriorated concrete in Area (1). The maximum size of a patch with fully debonded bars is limited to 4 ft. (along CL) x 8 ft. (perpendicular to CL) in Area (1). If more than 15 longitudinal bars in Area (1) are debonded for a distance of greater than 4 feet along the bars, the concrete removal shall stop and the patch area filled with Concrete Grade 4.0 (AE). The patches shall cure a minimum of 3 days before concrete removal resumes adjacent to newly placed patches. Following the completion of work in Area (1), concrete removal may begin in Area (2).

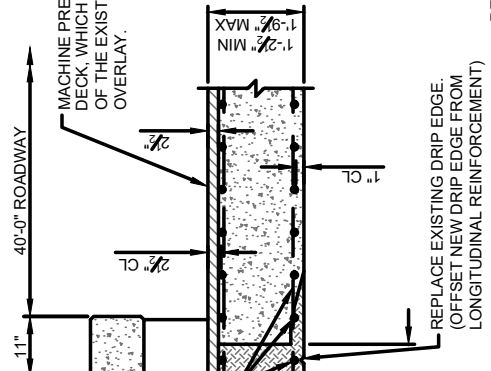
Concrete removal shall not begin in Area (2) until the final patches in Area (1) have cured a minimum of 3 days.

The maximum size of any full depth patch in Area (2) shall be limited to 4 ft. x 8 ft. in any direction.

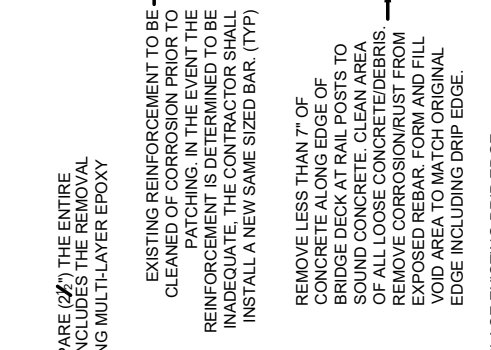
All patching and overlay concrete shall be cured according to the Specifications prior to opening the lane to traffic.



DECK PATCHING SEQUENCE
(Showing sequence for one lane only, other lane similar)
* Span Length / 4 or as directed by the Engineer.



TYPICAL EDGE REPAIR



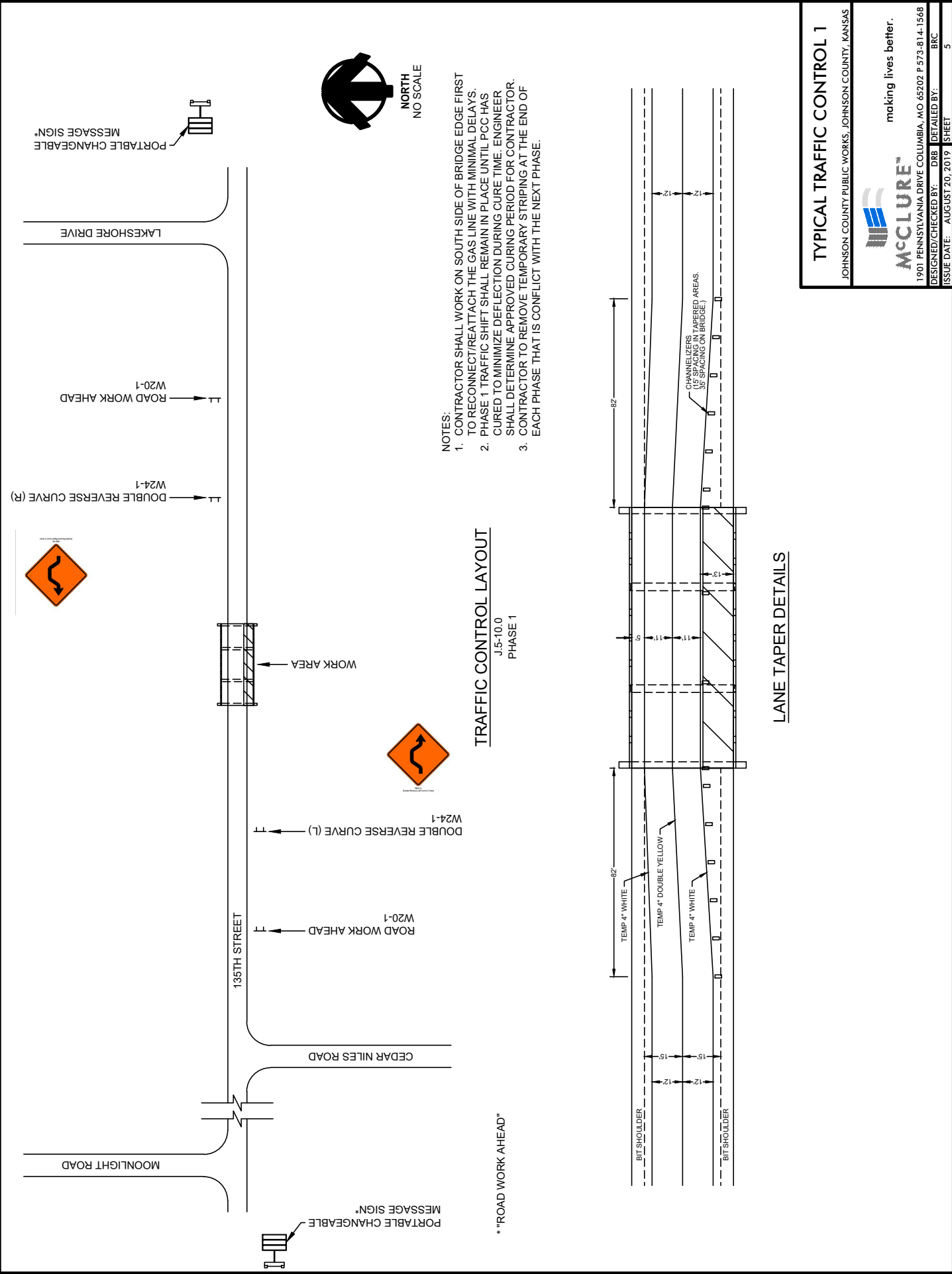
TYPICAL SURFACE REPAIR

BRIDGE NO J.5-10.0 DETAILS

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- NOTES:
1. CONTRACTOR SHALL WORK ON SOUTH SIDE OF BRIDGE EDGE FIRST TO RECONNECT/REATTACH THE GAS LINE WITH MINIMAL DELAYS.
 2. PHASE 1 TRAFFIC SHIFT SHALL REMAIN IN PLACE UNTIL PCC HAS CURED TO MINIMIZE DEFLECTION DURING CURE TIME. ENGINEER SHALL DETERMINE APPROVED CURING PERIOD FOR CONTRACTOR.
 3. CONTRACTOR TO REMOVE TEMPORARY STRIPING AT THE END OF EACH PHASE THAT IS IN CONFLICT WITH THE NEXT PHASE.

TRAFFIC CONTROL LAYOUT

J.5-10.0
PHASE 1

*"ROAD WORK AHEAD"

LANE TAPER DETAILS

TYPICAL TRAFFIC CONTROL 1

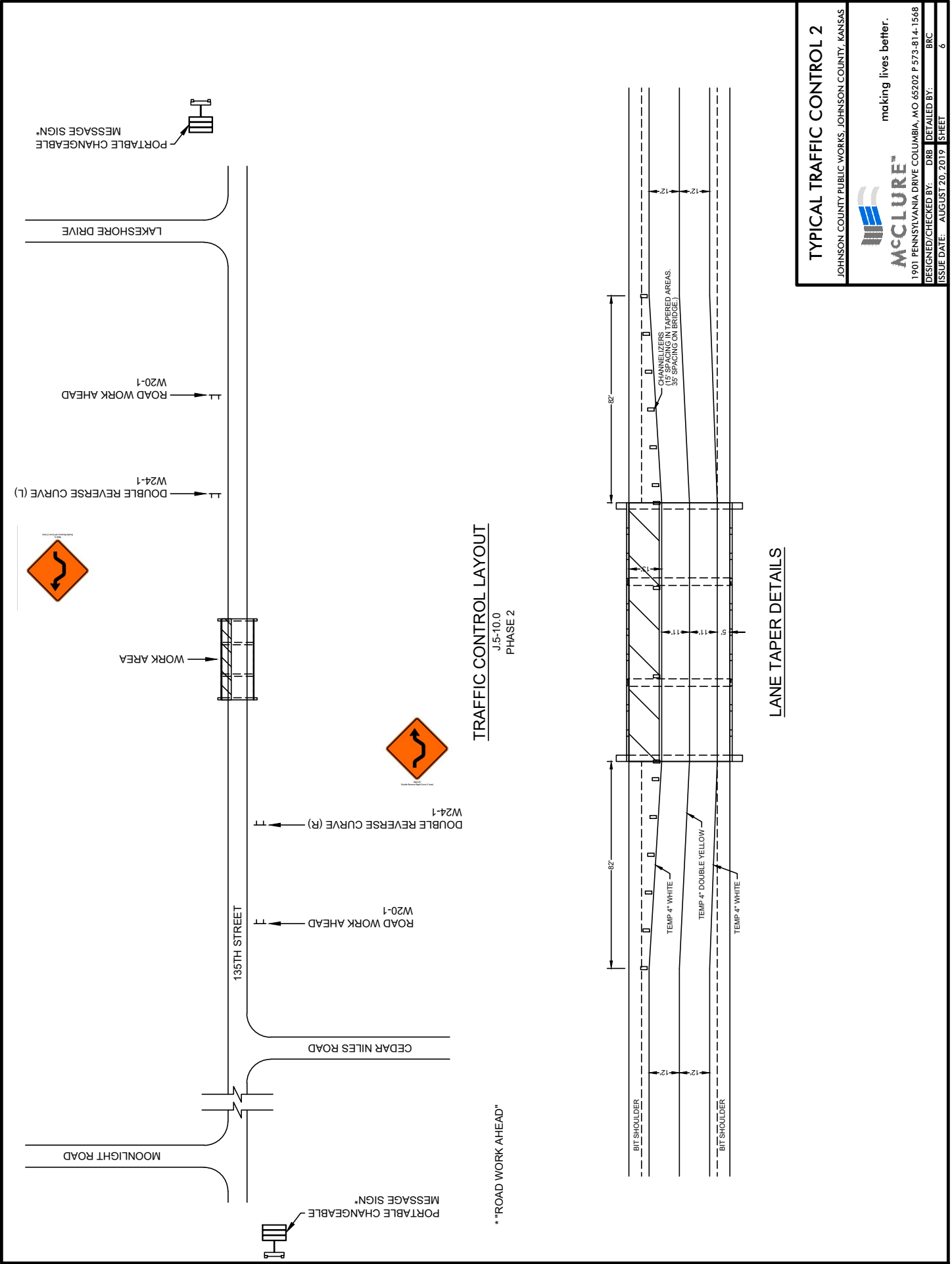
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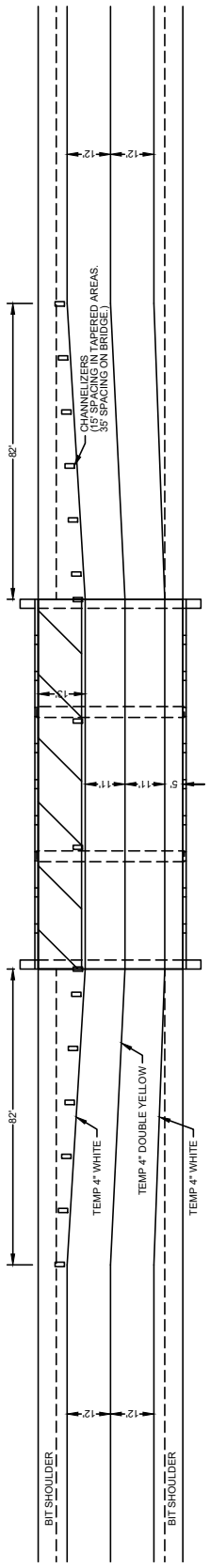


TRAFFIC CONTROL LAYOUT

J.5-10.0
PHASE 2

*"ROAD WORK AHEAD"

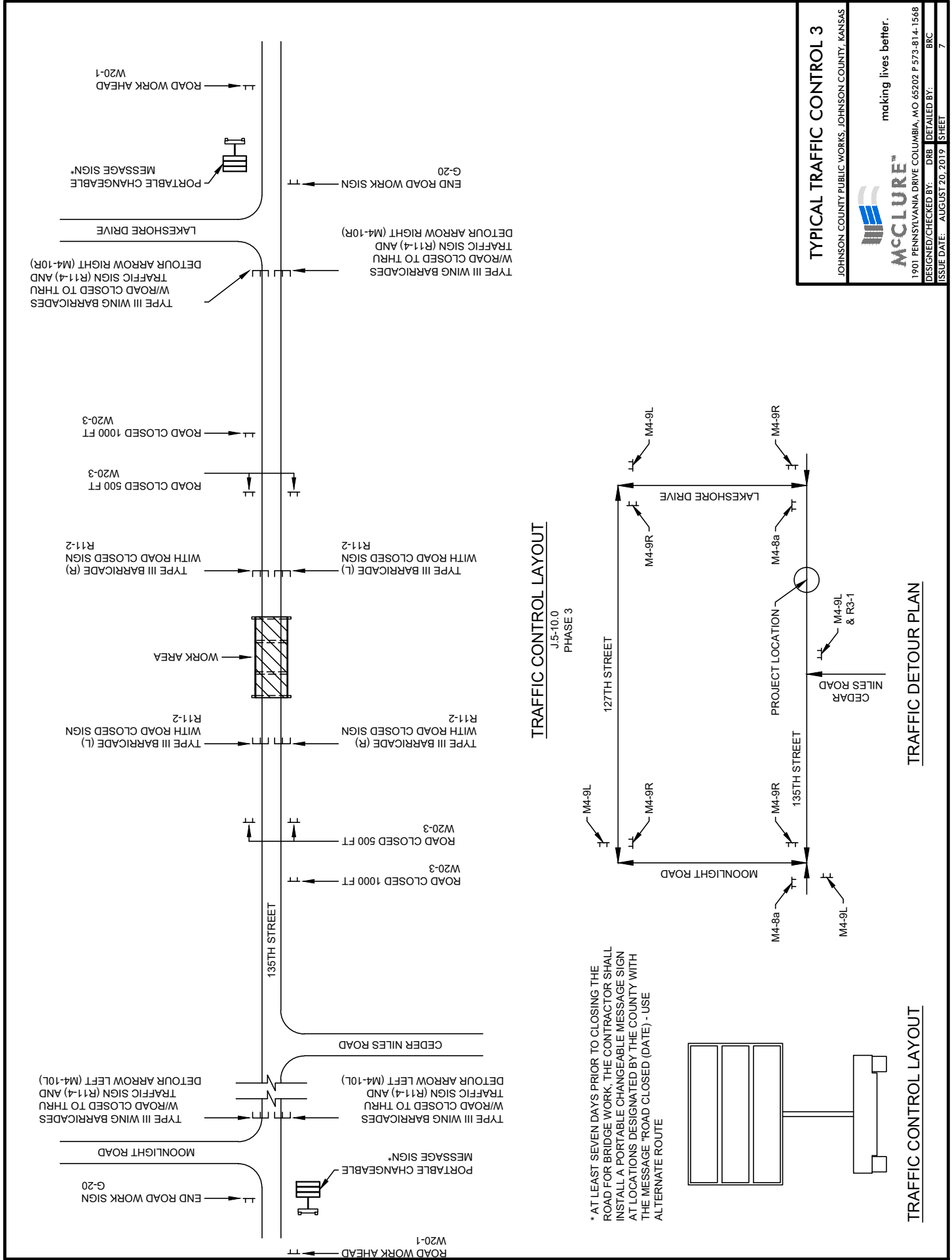
LANE TAPER DETAILS



TYPICAL TRAFFIC CONTROL 2
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TRAFFIC CONTROL LAYOUT

J.5-10.0
PHASE 3

TRAFFIC DETOUR PLAN

* AT LEAST SEVEN DAYS PRIOR TO CLOSING THE ROAD FOR BRIDGE WORK, THE CONTRACTOR SHALL INSTALL A PORTABLE CHANGEABLE MESSAGE SIGN AT LOCATIONS DESIGNATED BY THE COUNTY WITH THE MESSAGE "ROAD CLOSED (DATE)" - USE ALTERNATE ROUTE

TYPICAL TRAFFIC CONTROL 3

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DETAILED BY: BRC
SHEET 7

K.1-1.0

EXISTING STRUCTURE AND CONDITION

THIS INFORMATION IS PROVIDED AS GENERAL INFORMATION AND DOES NOT CONSTITUTE A COMPLETE DESCRIPTION OF THE STRUCTURE'S CONDITION. THE EXISTING STRUCTURE IS A 30'-40'-30' FLAT SLAB STRUCTURE WITH TRIANGULAR HAUNCHES AT THE PIERS. A MULTI-LAYER EPOXY OVERLAY WAS PLACED ON THE STRUCTURE IN 2014. PLANS OF THE EXISTING STRUCTURE ARE AVAILABLE IN THE FILES OF JOHNSON COUNTY DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AND ARE AVAILABLE ON REQUEST.

CHAIN DRAG INVESTIGATIONS OF THE DECK IN JUNE 2019 INDICATED DELAMINATION AREAS IN THE MAGNITUDE OF 50% OF THE DECK AREA. THE DEPTH OF DELAMINATION (AT THE LEVEL OF THE REINFORCING STEEL OVERLAY SEPARATION OR SOME OTHER CONDITION) IS NOT KNOWN. TRANSVERSE AND LONGITUDINAL CRACKING WAS NOTED IN THE OVERLAY.

BASIS OF QUANTITIES AND MEASUREMENT

SURFACE REPAIR:

THE BID QUANTITY FOR "SURFACE REPAIR" WILL BE BASED ON THE LENGTH OF DECK BETWEEN THE ABUTMENT FACES. THE "SURFACE REPAIR" DETAIL IS INTENDED FOR USE WHERE THE APPLICATION OF A TROWEL-ON REPAIR TO THE VERTICAL AND OVERHEAD FACES IS PRACTICAL.

MACHINE PREPARATION:

THE DESIGN CLEARANCE TO THE TOP MAT OF REINFORCING STEEL IS 2 1/2". IN 2014 A MULTI-LAYER EPOXY OVERLAY (TYPICAL NOMINAL DESIGN THICKNESS OF 3/8") WAS PLACED ON THE STRUCTURE. THE MACHINE PREPARATION THICKNESS OF 2 1/2" WOULD LEAVE AN APPROXIMATED COVER OF 3/8" WITH THE APPLICATION OF A 2 1/4" OVERLAY AND A 3/8" MULTI-LAYER OVERLAY. THE TOTAL COVER WILL BE APPROX 3". THE PAY QUANTITY FOR "MACHINE PREPARATION 2 1/2" WILL BE THE DECK AREA (NO REDUCTION FOR POSTS).

PORTLAND CEMENT CONCRETE OVERLAY (2.25"):

THE PAY QUANTITY FOR "PORTLAND CEMENT CONCRETE OVERLAY (2.25") WILL BE THE DECK AREA (NO REDUCTION FOR POSTS).

MULTI-LAYER POLYMER CONCRETE OVERLAY:

THE PAY QUANTITY FOR "MULTI-LAYER POLYMER CONCRETE OVERLAY WILL BE THE DECK AREA (NO REDUCTION FOR POSTS).

PERMANENT STRIPING:

PERMANENT STRIPING WILL BE PERFORMED BY COUNTY.

ESTIMATED SUMMARY OF QUANTITIES - K.1-1.0			
ITEM	UNITS	QUANTITY	
MACHINE PREPARATION (2.5")	SY	385	
AREA PREPARED FOR PATCHING	SY	120	
REINFORCING STEEL (REPAIR) (GRADE 60)(SET PRICE)	LBS	1	
PORTLAND CEMENT CONCRETE OVERLAY (2.25")	SY	385	
MULTI-LAYER POLYMER CONCRETE OVERLAY	SY	385	
SURFACE REPAIR	LF	198	
TRAFFIC CONTROL	LS	1	
AREA PREPARED FOR PATCHING IS ESTIMATED AT 30% OF TOTAL MACHINE PREPARED AREA. ENGINEER TO CONFIRM ACTUAL SQUARE FOOTAGE DURING CONSTRUCTION.			
PATCHING MATERIALS ARE INCLUDED IN THE UNIT PRICE FOR ALL REPAIRS.			
PAY QUANTITIES WILL BE BASED ON ENGINEER'S FIELD MEASUREMENTS OF ALL REPAIRS.			

TRAFFIC CONTROL SIGNS QUANTITIES

SIGN	QUANTITY (MAX)	DESCRIPTION
R11-2	4	ROAD CLOSED
R11-4	2	ROAD CLOSED TO THRU TRAFFIC
W20-3	6	ROAD CLOSED AHEAD
	6	TYPE III BARRICADES
	2	CHANGEABLE MESSAGE SIGN

GENERAL NOTES & QUANTITIES 2

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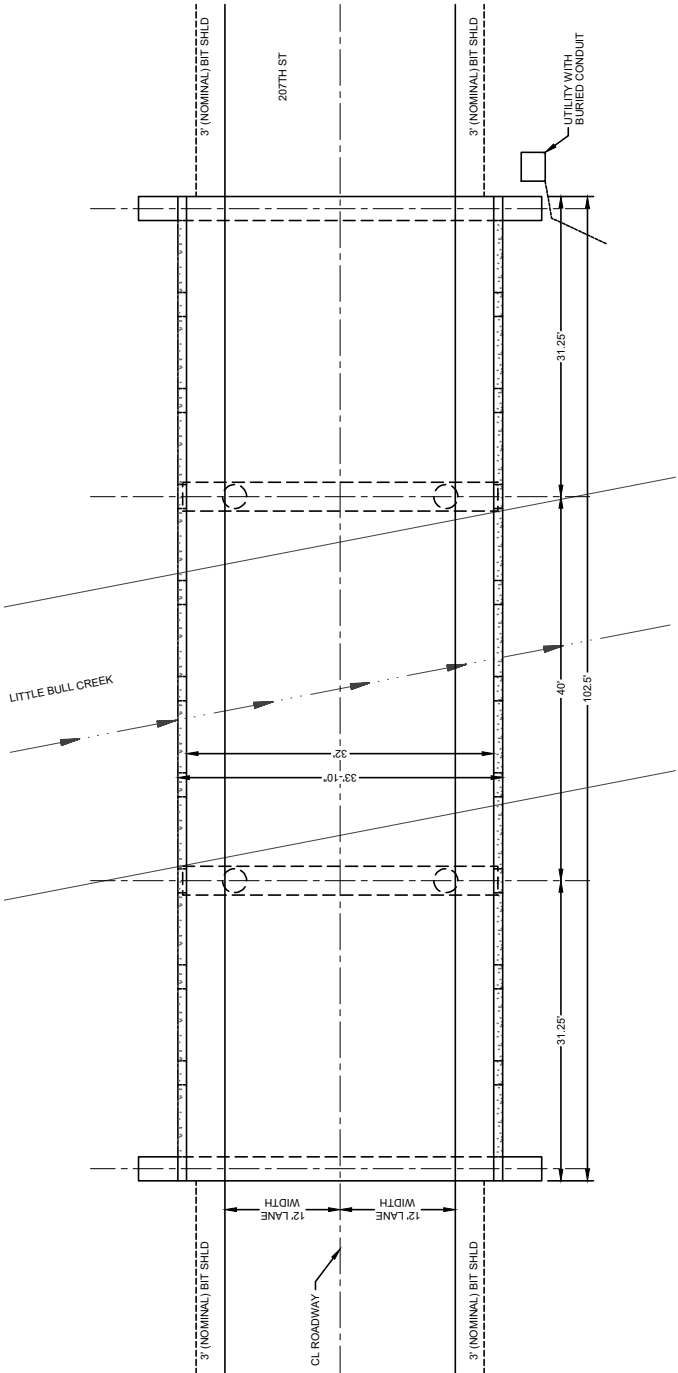
SHEET 8

LEGEND

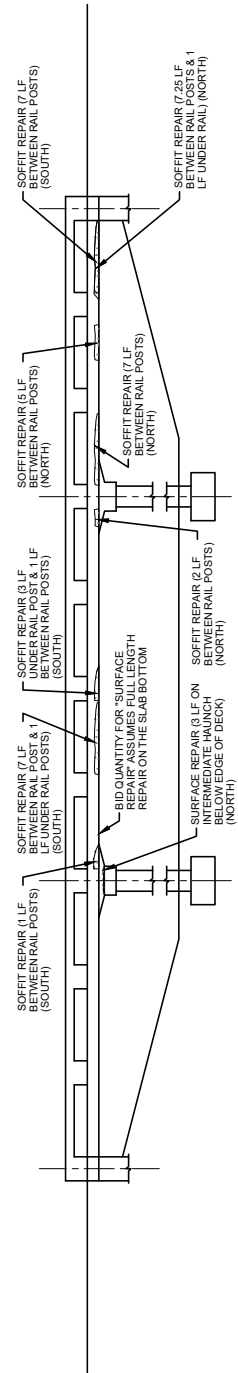
-  PORTLAND CEMENT CONCRETE (PCC) OVERLAY
-  MULTILAYER POLYMER CONCRETE OVERLAY
-  SOFFIT REPAIR



NORTH



PLAN




ELEVATION

NOTE: THIS DRAWING IS NOT TO SCALE

BRIDGE NO K.1-1.0

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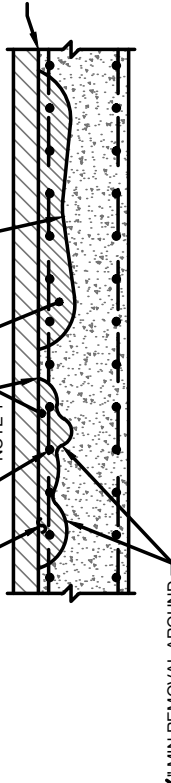
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CROSS SECTION OF BRIDGE

SURFACE REPAIR

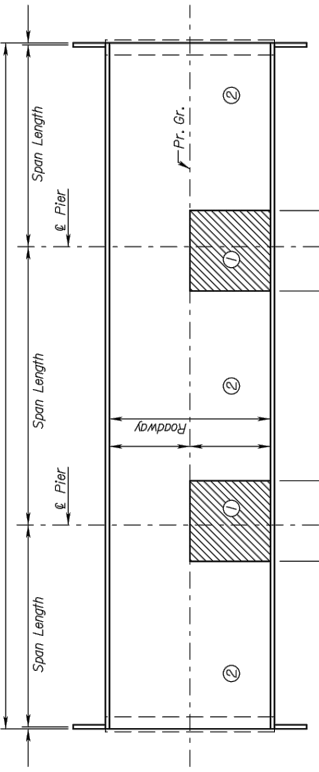
MINIMUM REBAR SPLICE LENGTHS		
Existing Bar Size	Minimum Splice Lengths (Inches)	Existing Gr. 60 ksi Bars
#4	12"	16"
#5	13"	20"
#6	18"	24"
#7	20"	30"
#8	26"	39"
#9	33"	49"
#10	42"	62"
#11	51"	77"

Notes: If splicing epoxy coated reinforcing steel, increase the above splice lengths by 20%.
 Lap lengths are based on a Class B splice. Use the minimum splice length corresponding to the grade of the existing reinforcing in the design.



TYPICAL MACHINE PREPARATION WITH AREA FOR PATCHING

MIN REMOVAL AROUND UNBONDED REINF (SEE SPECIFICATION)



DECK PATCHING SEQUENCE
 (Showing sequence for one lane only, other lane similar)
 * Span Length / 4 or as directed by the Engineer.

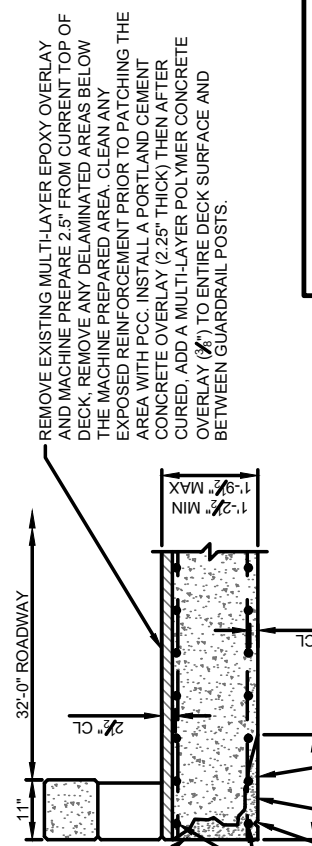
PATCHING SEQUENCE: The concrete removal shall be completed in stages beginning with removal of deteriorated concrete in Area 1. The maximum size of a patch with fully debonded bars is limited to 4 ft. (along CL) x 8 ft. (perpendicular to CL) in Area 1. If more than 15 longitudinal bars in Area 1 are debonded for a distance of greater than 4 feet along the bars, the concrete removal shall stop and the patch area filled with concrete Grade 4.0 (AE). The patches shall cure a minimum of 3 days before concrete removal resumes adjacent to newly placed patches. Following the completion work in Area 1, concrete removal may begin in Area 2. Concrete removal shall not begin in Area 2 until the final patches in Area 1 have cured a minimum of 3 days. The maximum size of any full depth patch in Area 2 shall be limited to 4 ft. x 8 ft. in any direction. All patching and overlay concrete shall be cured according to the Specifications prior to opening the lane to traffic.

GENERAL SLAB REPAIR PROCEDURE:

- THE SLAB REPAIR PROCEDURE SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
1. MACHINE PREPARATION AT 2" DEPTH (ENTIRE SLAB TO EDGE OF DECK, BETWEEN RAIL POSTS).
 2. AFTER MACHINE PREPARATION, SOUND THE EXPOSED SURFACE OF THE DECK AND LOCATED DELAMINATE AREAS. LIMITS OF DELAMINATED AREAS SHALL BE MARKED WITH PAINT. ENGINEER SHALL APPROVE ALL REPAIR LIMITS PRIOR TO REMOVAL.
 3. REMOVE DELAMINATED AND DETERIORATED CONCRETE AS SHOWN AND DESCRIBED IN THE SPECIFICATIONS.
 4. WHERE AN EXISTING REINFORCING BAR IS DETERIORATED OR DAMAGED BY THE CONTRACTOR, AS DETERMINED BY THE ENGINEER, A NEW BAR THE SAME SIZE AS THE EXISTING BAR SHALL BE LAPPED WITH THE EXISTING BAR AS SHOWN.
 5. PLACE PATCHES LESS THAN 1" THICK WITH OVERLAY. ENSURE DECK IS CLEANED OF DEBRIS AND REINFORCEMENT IS CLEAN OF CORROSION PRIOR TO PCC PLACEMENT.
 6. PLACE 2" PORTLAND CEMENT CONCRETE OVERLAY THEN AFTER CURED, ADD A MULTILAYER POLYMER CONCRETE OVERLAY (MPC) WEARING SURFACE OVER ENTIRE DECK.

NOTES:

1. GRIND, CHIP OR SAWCUT 1/2" MINIMUM PERPENDICULAR TO FACE OF CONCRETE. DO NOT FEATHER EDGE.
2. AREA TO BE MACHINE PREPARED SHALL BE THE LENGTH OF THE BRIDGE FROM FACE TO FACE OF THE GUARDRAIL AREAS UNDER AND BETWEEN RAIL POSTS SHALL ALSO BE REMOVED BY CONTRACTOR TO MATCH THE 2.50" MACHINE PREPARATION. PAYMENT FOR THIS REMOVAL SHALL BE SUBSIDIARY TO MACHINE PREPARATION BID ITEM.
3. SURFACE REPAIR SHALL INCLUDE ALL OVERHEAD PATCHING FOR A TRANSVERSE DISTANCE OF 24", PATCHING TO INTERMEDIATE HAUNCH FACES, AND AT EDGE OF DECK BELOW GUARDRAIL POSTS.
4. MATERIAL FOR PATCHING SHALL BE A CEMENT-BASED, NON-SAG MORTAR SUITABLE FOR VERTICAL AND OVERHEAD REPAIRS. THE MATERIAL SHALL BE: MASTEREMACON 4244 BY BASF BUILDING SYSTEMS OR SIKATOP 123 PLUS BY SIKA CHEMICAL CORPORATION, OR AN APPROVED EQUAL.
5. PATCH MATERIAL SHALL BE PLACED, FINISHED AND CURED ACCORDING TO THE MANUFACTURER'S REQUIREMENTS.



REMOVE EXISTING MULTI-LAYER EPOXY OVERLAY AND MACHINE PREPARE 2.5" FROM CURRENT TOP OF DECK, REMOVE ANY DELAMINATED AREAS BELOW THE MACHINE PREPARED AREA. CLEAN ANY EXPOSED REINFORCEMENT PRIOR TO PATCHING THE AREA WITH PCC. INSTALL A PORTLAND CEMENT CONCRETE OVERLAY (2.25" THICK) THEN AFTER CURED, ADD A MULTILAYER POLYMER CONCRETE OVERLAY (MPC) TO ENTIRE DECK SURFACE AND BETWEEN GUARDRAIL POSTS.

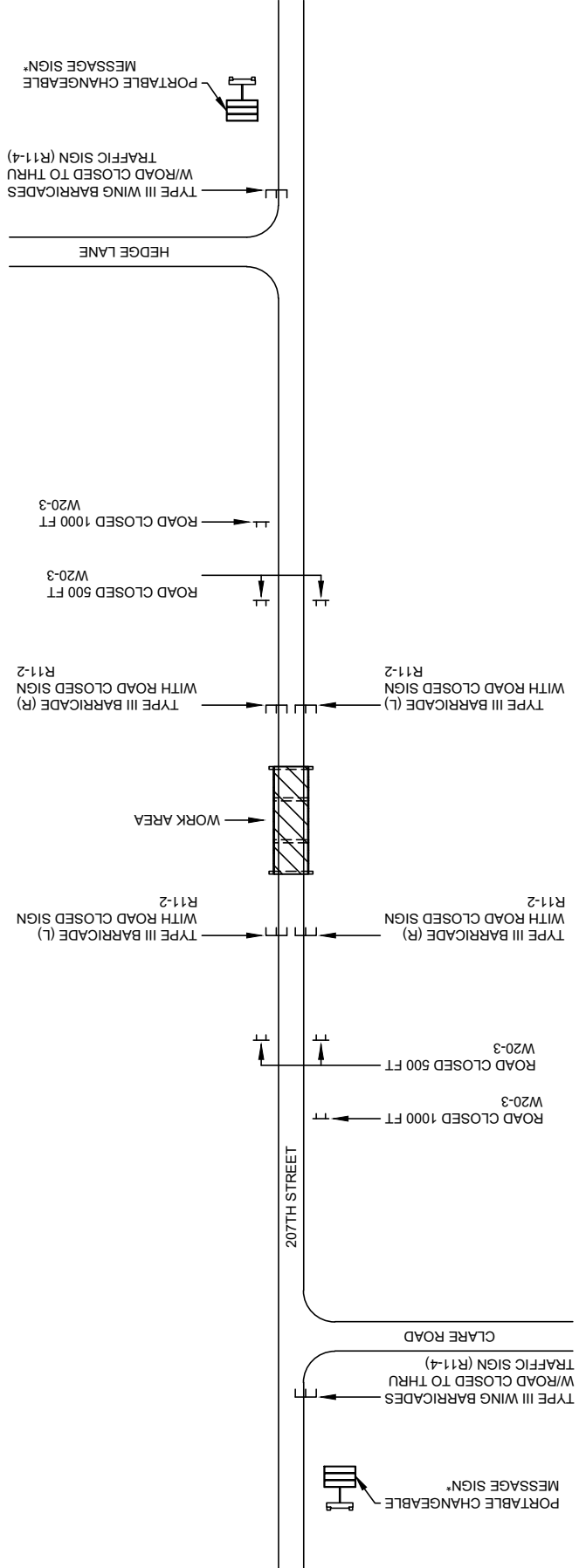
BRIDGE NO K.1-1.0 DETAILS

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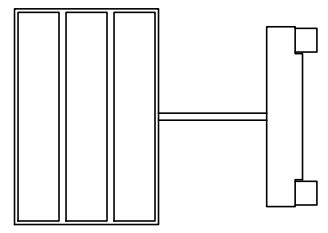
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TYPICAL SURFACE REPAIR



TRAFFIC CONTROL LAYOUT
K.1-1-1.0



TRAFFIC CONTROL LAYOUT

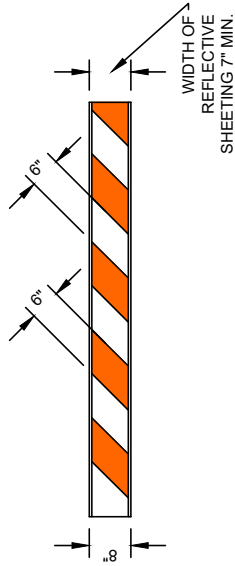
* AT LEAST SEVEN DAYS PRIOR TO CLOSING THE ROAD FOR BRIDGE WORK, THE CONTRACTOR SHALL INSTALL A PORTABLE CHANGEABLE MESSAGE SIGN AT LOCATIONS DESIGNATED BY THE COUNTY WITH THE MESSAGE "ROAD CLOSED (DATE) - USE ALTERNATE ROUTE"

TYPICAL TRAFFIC CONTROL 1
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McCLURE™
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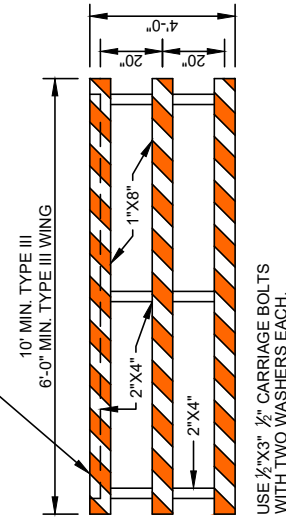
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STRIPING
BARRICADE STRIPING SHALL BE TYPE II HIGH PERFORMANCE RETROREFLECTIVE SHEETING



TYPICAL DETAIL FOR BARRICADE RAIL

SEE STRIPING NOTES



USE 1/2"x3" 1/2" CARRIAGE BOLTS WITH TWO WASHERS EACH.

PANEL

TYPE III
TYPE III BARRICADES SHALL HAVE REFLECTIVE ORANGE AND REFLECTIVE WHITE STRIPING ON ONE SIDE WHEN FACING ONE WAY TRAFFIC AND BOTH SIDES FOR TWO WAY TRAFFIC.

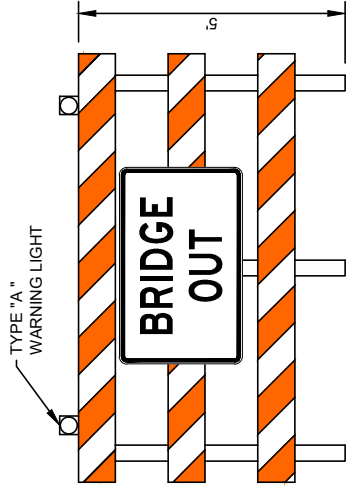
BARRICADE TYPE

WIDTH OF RAIL *	III REG. 8" MIN. 12" MAX.	III WING 8" MIN. 12" MAX.
LENGTH OF RAIL *	10 FT. MIN.	6 FT. MIN.
WIDTH OF STRIPES	6 IN.	6 IN.
HEIGHT	3 FT. MIN.	3 FT. MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	2 (ONE EACH DIRECTION)

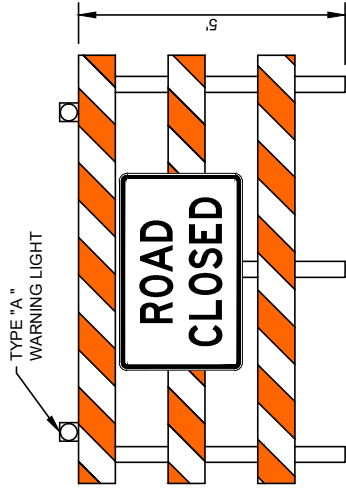
* FOR WOODEN BARRICADES, NOMINAL LUMBER DIMENSIONS WILL BE SATISFACTORY.

BARRICADES WITH STRIPES THAT BEGIN AT THE UPPER RIGHT AND SLOPE DOWNWARD TO THE LEFT ARE DESIGNATED AS "RIGHT"(R) BARRICADES. THOSE WITH STRIPES THAT BEGIN AT THE UPPER LEFT AND SLOPE DOWNWARD TO THE RIGHT ARE DESIGNATED AS "LEFT"(L) BARRICADES.

WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY THE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION WHICH TRAFFIC MUST TURN IN DETOURING. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE CHEVRON STRIPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE.



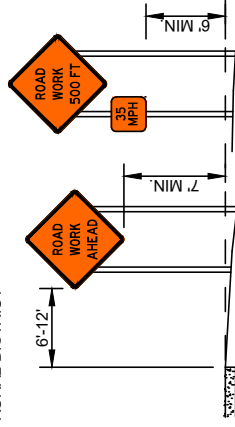
TYPE III BARRICADE LEFT
B(III)L



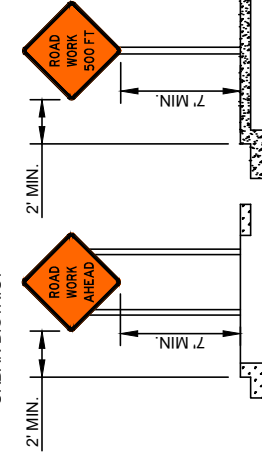
TYPE III BARRICADE RIGHT
B(III)R

TYPICAL SIGN & LIGHT MOUNT

ROADSIDE SIGN
RURAL DISTRICT



ROADSIDE SIGN
URBAN DISTRICT



SIGN MOUNTING DETAILS

AS A GENERAL RULE SIGNS SHALL BE MOUNTED ON THE RIGHT SIDE OF THE ROADWAY. SIGNS ON FIXED SUPPORTS ARE GENERALLY MOUNTED ON A SINGLE POST. SIGNS WIDER THAN 36 INCHES OR LARGER THAN 10 SQUARE FEET IN AREA SHOULD BE MOUNTED ON TWO POSTS. MOUNTING POSTS SHALL BE 4" BY 4" WOOD OR 1-5/8" BY 3-1/4" BY 1/2" MIN. STEEL CHANNEL. SIGNS MOUNTED ON PORTABLE MOUNTS ARE ACCEPTABLE FOR TEMPORARY CONDITIONS. ALL ORANGE SIGNS SHALL BE REFLECTORIZED WITH FLOURESCENT ORANGE PRISMATIC GRADE RETROREFLECTIVE SHEETING. ALL OTHER SIGNS SHALL BE FULLY REFLECTORIZED WITH TYPE II HIGH PERFORMANCE SHEETING.

WARNING LIGHTS

LENS DIRECTIONAL FACES	TYPE A LOW INTENSITY 1 OR 3
FLASH RATE PER MINUTE	55 TO 75
MIN. ON-TIME	10%
MIN. EFFECTIVE INTENSITY	4.0 CANDELA
MIN. BEAM CANDLE POWER	DUSK TO DAWN
HOURS OF REQ. OPERATION	

WARNING LIGHTS ARE PORTABLE. LENS DIRECTED. ENCLOSED DEVICES WHICH EMIT A YELLOW COLOR OF LIGHT. THESE SHALL CONFORM TO THE CURRENT ITE PURCHASE SPECIFICATION FOR FLASHING AND STEADY BURN WARNING LIGHTS. WARNING LIGHTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 36 INCHES TO THE BOTTOM OF THE LENS. TYPE A LIGHTS SHALL BE MAINTAINED TO AS TO BE CAPABLE OF BEING VISIBLE ON A CLEAR NIGHT FROM A DISTANCE OF 3,000 FEET.

CONSTRUCTION SIGNS

ROAD WORK AHEAD 500 FT	48"	W20-3	48"	ROAD CLOSED	30"	R11-2
ROAD WORK AHEAD	48"	W20-1	48"	ROAD CLOSED	60"	R11-4
ROAD WORK AHEAD	48"	W20-3	48"	ROAD CLOSED	30"	R11-2
ROAD WORK AHEAD	48"	W20-3	48"	ROAD CLOSED	30"	R11-2

TYPICAL TRAFFIC CONTROL

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