
SPECIFICATIONS MANUAL

SUNSET DRIVE STREET RECONSTRUCTION

For The

VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WISCONSIN

FEBRUARY 22, 2023

McM. No. K0001-09-22-00637.00

BDW:car



McMAHON ASSOCIATES, INC.
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SPECIFICATIONS MANUAL

**SUNSET DRIVE
STREET RECONSTRUCTION**

**For The
VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN**



Prepared By:

McMAHON
ENGINEERS ARCHITECTS

FEBRUARY 22, 2023

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ADVERTISEMENT FOR BIDS

**VILLAGE OF KIMBERLY
Outagamie County, Wisconsin**

OWNER - The Village of Kimberly acting through its Village Board, hereby gives notice that sealed Bids will be received in the Village Municipal Complex for the following described project.

PROJECT - The work shall consist of the reconstruction of approximately 1,600 L.F. of concrete street with associated concrete flatwork, turf restoration and asphalt patching.

Bids will be received on the following Contract:

Contract No. K0001-09-22-00637.00 SUNSET DRIVE STREET RECONSTRUCTION

TIME - Sealed Bids will be received until 10:00 a.m., local time, on Wednesday, March 8, 2023, in the Village Municipal Complex, at which time and place all Bids will be publicly opened and read aloud.

BIDS - All Bids shall be addressed to Maggie Mahoney, Village Administrator, Village of Kimberly, 515 W. Kimberly Avenue, Kimberly, Wisconsin 54136. Bids shall be sealed and shall have the name and address of the Bidder and the Contract for which the Bid is being submitted on the outside of the envelope. All Bidders shall Bid in accordance with and upon the Bid Forms included in the Contract Documents.

EXAMINATION OF BIDDING DOCUMENTS - The Project Documents are on file for inspection at the offices of McMahon Associates, Inc., 1445 McMahon Drive, Neenah, Wisconsin 54956.

PROCUREMENT OF BIDDING DOCUMENTS - In order to be a 'Plan Holder' or 'Bidder', each firm or organization shall either download Bidding Documents from the McMahon Associates, Inc. website (www.mcmgrp.com) utilizing QuestCDN eBidDoc™ or by obtaining a hard copy as designated in this Advertisement For Bids.

Complete digital Bidding Documents are available at www.mcmgrp.com or www.questcdn.com. Digital Bidding Documents may be downloaded for a non-refundable **\$40.00** by inputting **Quest Project No. 8403153** on the website's Project Search page. On-line bid submission is available for this project for a non-refundable **\$55.00**. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

An optional 'paper' set of Bidding Documents is also available for a non-refundable **\$60.00 (approximate cost)** plus applicable sales tax and shipping. Contact **Blue Print Service Company** for more information on paper Bidding Documents and payment options available. Full-size Drawings are available upon request at an additional cost. Neither the Owner nor McMahon Associates, Inc. shall be held responsible for the scale of downloaded Drawings. Printed Drawings obtained from Blue Print Service Company shall be considered to be scalable.

Blue Print Service Company
2350 West Pershing Street; Suite A
Appleton, WI 54914
920-733-4539 - Telephone
920-733-1438 - Fax
bps@blueprints-service.com - Email

Blue Print Service Company
2201 South Oneida Street, Suite 8
Green Bay, WI 54304
920-494-4539 - Telephone
920-494-4551 - Fax
bps@blueprints-service.com - Email

BID SECURITY - No Bid shall be received unless accompanied by a Certified Check or satisfactory Bid Bond payable to the Village of Kimberly in an amount not less than **5%** of the maximum Bid as a guarantee that, if the Bid is accepted, the Bidder will execute and file the Contract, Performance/Payment Bonds and Insurance Certification, as required by the Contract Documents, within **15-days** after the Notice of Award.

BID REJECTION - The OWNER reserves the right to reject any and all Bids, waive any informalities in Bidding or to accept the Bid or Bids which best serves the interests of the Village of Kimberly.

WITHDRAWAL OF BIDS - No Bid shall be withdrawn for a period of **60-days** after the scheduled opening without the consent of the OWNER.

PROOF OF RESPONSIBILITY - A Proof Of Responsibility (Pre-Qualification) Form for all Contracts in excess of \$10,000 must be filed in the office of McMahon Associates, Inc., Attn: Brad Werner, PO Box 1025, Neenah, WI 54954-1025 not later than **five (5) calendar days** prior to the date of receiving Bids, and shall show sufficient ability, equipment and experience to properly perform the Contract. The Village of Kimberly's decision as to qualifications shall be final.

GOVERNING LAWS & REGULATIONS - The Contract letting shall be subject to the provisions of Sections 66.0901, 66.0903 and 779.14 of the Wisconsin Statutes.

Published by the authority of the Village of Kimberly acting through its Village Board.

VILLAGE OF KIMBERLY | Outagamie County, Wisconsin

Maggie Mahoney, Village Administrator

Run: Times Villager
Email: sales@timesvillager.com

Dates: February 22, 2023
March 1, 2023

SECTION 00 21 13.00

INSTRUCTIONS TO BIDDERS

1. Applicability

- 1.1 These Instructions to Bidders shall apply to all Contracts to be awarded for the work covered by these Contract Documents.

2. Contracts

- 2.1 The Contracts to be awarded for work covered by these Contract Documents are described in the Advertisement For Bids and Division 1 - General Requirements.

3. Documents

- 3.1 In order to be a 'Plan Holder' or 'Bidder', each firm or organization shall either download Bidding Documents from the McMahon Associates, Inc. website (www.mcmgrp.com) utilizing QuestCDN eBidDoc™ or by obtaining a hard copy as designated in the Advertisement For Bids.
- 3.2 Complete digital Bidding Documents are available at www.mcmgrp.com or www.questcdn.com. Digital Bidding Documents may be downloaded for a non-refundable **\$40.00** by inputting **Quest Project No. 8403153** on the website's Project Search page. On-line bid submission is available for this project for a non-refundable **\$55.00**. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.
- 3.3 An optional 'paper' set of Bidding Documents is also available for a non-refundable **\$60.00 (approximate cost)** plus applicable sales tax and shipping. Contact **Blue Print Service Company** for more information on paper Bidding Documents and payment options available. Full-size Drawings are available upon request at an additional cost. Neither the OWNER nor McMahon Associates, Inc. shall be held responsible for the scale of downloaded Drawings. Printed Drawings obtained from Blue Print Service Company shall be considered to be scalable.

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920-494-4539 - Telephone
920-494-4551 - Fax
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4. Examination Of Contract Documents & Site

- 4.1 Before submitting a Bid, each Bidder must: a) examine the Contract Documents thoroughly, b) visit the site to familiarize themselves with local conditions that may in any manner affect performance of the work, c) familiarize themselves with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work; and d) carefully correlate their observations with the requirements of the Contract Documents.

4.2 In order to be a 'Plan Holder' or 'Bidder', each firm or organization shall either download Bidding Documents from the McMahon Associates, Inc. website (www.mcmgrp.com) utilizing QuestCDN eBidDoc™ or by obtaining a hard copy as designated in the Advertisement For Bids.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4.

5. Pre-Bid Meeting & Project Walk-Through – Not Applicable

6. Interpretations

6.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER in writing. Replies will be issued by Addenda. Questions received less than 5-days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. Bid Form

7.1 The Bid Form (Section 00 41 00.00) is included in the Contract Documents. The Bid Form shall be completed in ink or by typewriter. The Bid Price for each item on the form must be in writing and in figures, and in case of conflict, the former shall apply.

7.2 On-line bidding is available for Bidders. Bidders are encouraged to participate in this process. QuestCDN help desk is available for questions at (952) 233-1632.

At the discretion of the Bidder, a hard copy bid may be turned in. In the event of a discrepancy between the electronically submitted bid and a hard copy bid; the hard copy bid will take precedence.

Hard copy bids may utilize the electronically produced bid schedule.

A scanned copy of the Bid Bond is acceptable if using on-line bidding for the bid opening. A hard copy (i.e. sealed original) shall be provided upon request.

7.3 Where Unit Prices are listed, each of these items must be filled in. All computations on Unit Price Bids will be checked by the ENGINEER, and corrections made where an error is found. The corrected figures shall be used to determine the total of that Bid.

7.4 The furnished Bid Form must be used. All Bid Forms pages must be provided in the Bid. The Bidder shall acknowledge the receipt of all Addenda issued in the space provided in the Bid Form.

7.5 Each Bid must be accompanied by proper Bid Security and any other information required by the Bid Form and/or these Instructions to Bidders.

- 7.6 Bidders, when signing the Bid Form, shall meet the following requirements:
- 7.6.1 Corporation - Executed in the corporate name and signed by the president, vice president or other authorized agent, with the corporate seal affixed and attested by the secretary. The corporate address and state in which incorporated must be shown below the signature.
 - 7.6.2 Firms or Partnerships - Executed in the partnership name and signed by a partner or authorized agent. Title and the official address of the partnership must be shown below the signature.
 - 7.6.3 Individuals - Executed and signed by the individual Bidder or agent. Bids, which are signed by an attorney- in-fact for individuals, firms, partnerships or joint ventures, shall be accompanied by a power-of-attorney evidencing authority to sign the Bid.
 - 7.6.4 All names must be typed or printed below the signature.

8. Bid & Contract Security

- 8.1 A Certified Check, Bank Cashier's Check or satisfactory Bid Bond in the amount stated in the Advertisement For Bids payable to the OWNER, shall accompany each Bid as a guarantee, that if the Bid is accepted, the Bidder will execute and file the Contract, Performance/Payment Bonds and Certification Of Insurance, as required by the Contract Documents, within **15-days** after the Notice of Award of Contract by the OWNER.
- 8.2 The Bidder to whom a Contract is awarded shall be required to furnish Performance / Payment Bonds as set forth in Article 6 of the General Conditions. The Bonds shall be executed on forms furnished in the Contract Documents by a surety company licensed to do business in the State of Wisconsin and acceptable as surety to the OWNER. Each bond shall be accompanied by a "Power-of-Attorney" authorizing the attorney-in-fact to bind the Surety Company and certified to include the date of the Bond.
- 8.3 If the Bidder fails to execute the Contract, furnish the Performance/Payment Bonds and the Certification Of Insurance, as required by the Contract Documents, the amount of the Check or Bid Bond submitted with the Bid shall be forfeited as Liquidated Damages.

9. Return Of Bid Security

- 9.1 The Bid Security of any Bidder, whom the OWNER believes to have a reasonable opportunity of receiving the award, may be retained by the OWNER until the successful Bidder files the executed Contract, Contract Security and Certification Of Insurance with the OWNER in accordance with the Contract Documents.

10. Time of Completion

- 10.1 The Contract shall be considered completed when all work called for by the Contract Documents has been completed and accepted by the OWNER.

11. Submission of Bids

11.1 Hard Copy Bids

11.1.1 Bids shall be submitted at the time and place indicated in the Advertisement For Bids. Bids shall be in an opaque, sealed envelope and shall be marked with the Bidder's name and address, the name of the OWNER, the Project Title, the Contract Name and Number, or names and numbers for which the Bid is presented.

The Bid Forms (Section 00 41 00.00) shall be submitted in their entirety, along with accompanying Bid Security and any other documentation required.

11.2 On-Line Bids

11.2.1 At their discretion CONTRACTOR's shall submit either a Hard Copy Bid, as described in 11.1, or an On-Line Bid.

11.2.2 The On-Line Bid shall be prepared and uploaded prior to the date and time established in the Advertisement For Bids utilizing the vBID™ system provided by QuestCDN for this project.

11.2.3 The On-Line Bid shall include the numeric bid for the proposed cost utilizing the electronic Bid Form provided, Bid Security and any other documentation required.

12. Unit Prices

12.1 Unit Prices are required in the Bid Form. The Bidder shall Bid on all units listed. The OWNER reserves the right to use these Unit Prices should extra work be necessary, or to proceed with extra work as stated in the General Conditions.

13. Combination of Bids – Not Applicable

14. Withdrawal of Bids

14.1 Bids may be withdrawn at any time prior to the time of Bid Opening. Any Bid withdrawn prior to the Bid Opening may not be resubmitted. No Bid may be withdrawn after the Bid Opening for the period of time indicated in the Advertisement For Bids, except as permitted under Section 66.29(5) Wisconsin State Statutes.

15. Minimum Wage – Not Applicable

16. Subcontractors

16.1 Bidders are required to list their proposed Subcontractors in the space provided in the Bid Form in accordance with the latest requirements of Section 66.29(7), Wisconsin Statutes.

16.2 The OWNER reserves the right to reject the use of any proposed Subcontractor without increasing the Bid Prices.

16.3 The Bidder shall not be required to employ any Subcontractor against whom they have reasonable objections.

17. **Major Equipment Items** – Not Applicable

18. **Equipment Data** – Not Applicable

19. **Substitutions** – Not Applicable

20. **Qualifications Of Bidder**

20.1 The OWNER may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the OWNER all such information and data as may be requested for this purpose. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work as described by the Contract Documents. Conditional Bids shall not be accepted.

20.2 Before a Contract is awarded, the Bidder to whom an award is contemplated may be required to submit the following information:

20.2.1 The address of and description of the Bidder's plant or permanent place of business.

20.2.2 An itemized list of the Bidder's plant and equipment.

20.2.3 A Financial Statement of the Bidder indicating financial resources to meet any obligations arising from the work.

20.2.4 A list of projects similar in nature, which have been satisfactorily constructed by the Bidder.

20.2.5 A listing of technical experience of personnel guaranteed to be employed in responsible charge of the work.

20.2.6 Such additional information as will satisfy the OWNER that the Bidder is adequately prepared to fulfill the Contract.

20.3 Similar information may be required from any proposed Subcontractor or Equipment Manufacturer, should the OWNER feel that such information is necessary to determine which Bid will be in the best interest of the OWNER.

21. **Right To Accept Or Reject Bids**

21.1 The OWNER reserves the right to reject any or all Bids, to waive any irregularities or informalities in the Bids, to disregard all non-conforming or conditional Bids and to accept any Bid, which will best serve the interests of the OWNER, all subject to the requirements of applicable Federal procurement regulations.

21.2 A Bid which has not been prepared in accordance with these instructions or which does not contain an adequate and reasonable Bid, or Unit Price for each item in the Bid Form, may be considered irregular and subject to rejection.

- 21.3 Errors in extension of Unit Prices will be corrected, providing the Unit Price is legible and found to be in compliance with the Specifications. The total Bid will be adjusted in accordance with the corrected extensions.

22. Award Of Contract

- 22.1 The Bid opening shall be as stated in the Advertisement For Bids. No awards shall be made until the Bids opened can be compared, tabulated and reviewed by the OWNER. Contract award shall be by OWNER action, and the Bidder to whom the award will be made will be notified by the OWNER at the earliest possible date.
- 22.2 Contract(s) shall be awarded to the lowest responsive, responsible Bidder. On Unit Price Contracts, the low Bidder will be determined by the total of the Unit Prices extended by the estimated number of units indicated in the Bid Form. On Lump Sum Contracts, the low Bid shall be the low Base Bid and any combination of accepted Alternate Bids.
- 22.3 The OWNER shall compare Bids on the following basis:
- 22.3.1 The lowest total of Base Bid items for each individual Contract.
- 22.3.2 The total of individual Bids for each Contract versus any combination of combined Bids and individual Bids depending upon Bids received.
- 22.4 The OWNER reserves the right to give responsible weight to:
- 22.4.1 Cost of operation, maintenance and repairs, and rate of depreciation.
- 22.4.2 The probability of the Contract being carried to a successful completion within the time specified, with the means, methods and equipment the Bidder proposes to use.
- 22.4.3 The extent of the Bidder's experience with work of the nature involved.
- 22.5 The OWNER reserves the right to award the Contract(s) to the lowest individual Bidder or any combination of Bidders, whichever may be to the OWNER'S best interest.

23. Governing Laws

- 23.1 The Bidder shall herewith take notice that all State of Wisconsin Statutes, Municipal Ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the construction of this project shall apply to all Contracts throughout, and they shall be deemed to be included in all Contracts as though written out in full and if referred to, shall be interpreted to mean the most recent on record regardless of the designation used in the Contract Documents.
- 23.2 All work under these Contract Documents shall be in accordance with the requirements of the Rules of the Wisconsin Department of Safety & Professional Services (DSPS).
- 23.3 The Bidder shall investigate the statutory requirements for payment of **Sales Taxes**, in particular, Sec. 77.54(9m), Wisconsin Statutes, and shall include the cost of tax payments in the Bid prices in the Bid Form, when applicable.

END OF SECTION

SECTION 00 41 00.00

BID FORM

PROJECT: Contract No. K0001-09-22-00637.00

SUNSET DRIVE STREET RECONSTRUCTION
For The
VILLAGE OF KIMBERLY
Outagamie County, Wisconsin

TIME: Bids to be received until **10:00 a.m.**, local time.

DATE: **Wednesday, March 8, 2023**

ADDRESS: Maggie Mahoney, Village Administrator
VILLAGE OF KIMBERLY
515 W. Kimberly Avenue
Kimberly, WI 54136

STATEMENT OF UNDERSTANDING:

Having carefully examined the site of the proposed work; being fully informed of the conditions to be met in the prosecution and completion of this work; having read and examined the Contract Documents and Drawings applicable to this work; agreeing to be bound accordingly; the undersigned proposes to furnish all necessary labor, materials and equipment to complete the construction indicated on the Drawings and described in the Specifications to include all described incidentals and complete project restoration for the price listed. The CONTRACTOR's Bid price shall include all applicable taxes.

ADDENDA ACKNOWLEDGMENT:

We have procured and examined the written Addenda issued prior to Bidding. These Addenda are numbered ____, ____, ____, ____, ____. We further understand that failure to fully list the numbers of all published Addenda may be cause for the OWNER to reject this Bid.

ON-LINE BIDDING:

On-line bid submission is available (non-refundable fee \$55.00) for this project. Bidders are encouraged to participate; however, it is optional and at the discretion of the Bidder to provide a bid on-line via QuestCDN's v-Bid system. Instructions are provided on the Project Information on the QuestCDN website or by calling 952-233-1632.

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

SUNSET DRIVE

Item	Quantity / Unit	Description	Unit Price		Total
1.	1 lump sum Per L.S.	Mobilization and Bonding	\$		\$
		(words)	(figures)		(total)
2.	1 lump sum Per L.S.	Unclassified Excavation Sunset Drive	\$		\$
		(words)	(figures)		(total)
3.	2,600 sq. yds. Per S.Y.	Concrete Street Pavement Removal	\$		\$
		(words)	(figures)		(total)
4.	6,750 sq. yds. Per S.Y.	6 Inch Concrete Pavement Integral Pavement	\$		\$
		(words)	(figures)		(total)
5.	7,500 sq. yds. Per S.Y.	8 Inch Road Base	\$		\$
		(words)	(figures)		(total)
6.	200 cu. yds. Per C.Y.	EBS Including Base Course	\$		\$
		(words)	(figures)		(total)
7.	5,400 sq. ft. Per S.F.	Remove and Replace 6 Inch Concrete Apron/Sidewalk with Base	\$		\$
		(words)	(figures)		(total)
8.	3,500 sq. ft. Per S.F.	Remove and Replace 4 Inch Concrete Sidewalk with Base	\$		\$
		(words)	(figures)		(total)
9.	140 lin. ft. Per L.F.	Full Depth Sawcut Existing Concrete Pavement	\$		\$
		(words)	(figures)		(total)

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

SUNSET DRIVE

Item	Quantity / Unit	Description	Unit Price		Total
10.	70 each Per Ea.	#6 Epoxy Coated Tie Bars Drilled and Set	\$		\$
		(words)	(figures)		(total)
11.	70 sq. ft. Per S.F.	Detectable Warning Field	\$		\$
		(words)	(figures)		(total)
12.	3,000 sq. yds. Per S.Y.	3 Inch Pulverized Topsoil, Seed Mix #4 and E-Mat	\$		\$
		(words)	(figures)		(total)
13.	40 each Per Ea.	Stump Removal	\$		\$
		(words)	(figures)		(total)
14.	12 each Per Ea.	Inlet Protection Maintenance	\$		\$
		(words)	(figures)		(total)
15.	9 each Per Ea.	Internal Chimney Seal	\$		\$
		(words)	(figures)		(total)
16.	1 lump sum Per L.S.	Asphalt Pavement Mobilization	\$		\$
		(words)	(figures)		(total)
17.	25 sq. yds. Per S.Y.	3½ Inch Asphalt Pavement	\$		\$
		(words)	(figures)		(total)
18.	45 lin. ft. Per L.F.	Full Depth Sawcut Asphalt Pavement	\$		\$
		(words)	(figures)		(total)

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

SUNSET DRIVE

Item	Quantity / Unit	Description	Unit Price	Total
19.	27 each Per Ea.	Remove and Reset Mailbox	\$	\$
		(words)	(figures)	(total)
SUB-TOTAL (Items 1. through 19., inclusive)				

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

MISCELLANEOUS STREET PATCHING RIVERS EDGE DRIVE & PAPERMILL RUN

Item	Quantity / Unit	Description	Unit Price		Total
20.	1 lump sum Per L.S.	Mobilization	\$		\$
		(words)	(figures)		(total)
21.	500 lin. ft. Per L.F.	Full Depth Sawcut Concrete Pavement	\$		\$
		(words)	(figures)		(total)
22.	200 each Per Ea.	#6 Epoxy Coated Tie Bars Drilled and Set	\$		\$
		(words)	(figures)		(total)
23.	20 sq. yds. Per S.Y.	Remove and Replace 8 Inch Concrete Street Pavement	\$		\$
		(words)	(figures)		(total)
24.	150 sq. yds. Per S.Y.	Remove and Replace 6 Inch Concrete Street Pavement	\$		\$
		(words)	(figures)		(total)
SUB-TOTAL (Items 20. through 24., inclusive)					
TOTAL (Items 1. through 24. inclusive)					

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

SUBCONTRACTOR TABULATION:

Each Bidder shall enter the names of the Subcontractors proposed to employ and the type of work they are to perform in the spaces provided below. Failure to complete this tabulation may be cause for the rejection of the Bid.

Subcontractor	Type Of Work

STARTING & COMPLETION:

If awarded Contract K0001-09-22-00637.00, the Bidder agrees to commence work at the site within _____ consecutive calendar days after date of formal Notice to Proceed. The Bidder agrees to complete all work to the point of final acceptance by the OWNER, and to the point of Final Completion by **September 15, 2023**.

LIQUIDATED DAMAGES:

The CONTRACTOR further agrees to pay Liquidated Damages for each consecutive calendar day after the date of final completion that the work is not complete and to the satisfaction of the OWNER and ENGINEER. The amount of Liquidated Damages will be equal to the amount of monetary damage the OWNER is sustaining as a result of the project not being complete, which will include all professional and administrative costs.

In the alternative, at the option of the OWNER, the OWNER may invoke Liquidated Damages in the amount of One Thousand & no/100 Dollars (\$1,000.00) per day for each unexcused day of delay by the CONTRACTOR. The alternative shall be at the sole option and discretion of the OWNER.

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

BID SECURITY:

Accompanying this Bid is a _____ (Certified Check, Bid bond, etc.)

in the amount of _____ & no/100 Dollars (\$_____).

(words)

(figures)

as required by the Advertisement For Bids.

If awarded this Contract, the Payment/Performance Bonds required by the Contract Documents will be provided by:

(name of surety)

(city)

(state)

(agent)

(telephone)

CONTRACT No. K0001-09-22-00637.00
SUNSET DRIVE STREET RECONSTRUCTION
Village of Kimberly | Outagamie County, Wisconsin
(continued)

CONTRACTOR CERTIFICATION:

I hereby certify that all statements herein are made on behalf of _____
_____, *(name of corporation, partnership or person submitting Bid)* a corporation organized and existing
under the law of the State of _____, a partnership consisting of _____
_____, an individual trading as _____, of the City of
_____, State of _____, that I have examined and
carefully prepared this Bid Form from the Drawings and Specifications, and have checked the same in detail
before submitting this Bid Form; that I have full authority to make such statements and submit this Bid
Form in (its) (their) behalf; and that said statements are true and correct.

COMPANY NAME: _____

Authorized Signature: _____

Title (if applicable): _____

Street Address: _____

P.O. Box: _____

City / State / Zip Code: _____

CONTACT NAME: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Sworn and subscribed to before me this _____ day of _____, 20 ____.

(Notary Public)

_____ County, _____ (State)

My commission expires: _____

[Stamp / Seal]

*(Bidders should not add any conditions or qualifying statements to this proposal as the proposal may be
declared irregular as being not responsive to the Advertisement For Bids.)*

SECTION 00 45 43.00

CORPORATION CERTIFICATE

If the CONTRACTOR is a Corporation, the following Certificate should be executed in accordance with the instructions below.

I, _____, certify that I
am the Secretary of the Corporation named as CONTRACTOR
hereinabove: that _____, who
(name of person executing the Contract)

signed the Contract on behalf of the CONTRACTOR, was then

_____ of said Corporation;
(title)

that said Contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of its corporate
powers.

Secretary

1. If the Contract is signed by the Secretary of the Corporation, the above Certificate should be executed by some other Officer of the Corporation, under the Corporate Seal. In lieu of the Certificate, there may be attached to the Contract copies of the records of the Corporation as will show the official character and authority of the Officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the CONTRACTOR should be inserted and the Contract should be signed with the official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Contract.

2. Or, if the CONTRACTOR should be operating as a Partnership, a Partner should sign the Contract. If the Contract is not signed by a Partner, there should be attached to the Contract a duly authenticated Power-Of-Authority evidencing the signers' authority to sign such Contract for and on behalf of the Partnership.
3. Or, if the CONTRACTOR is an Individual, the trade name (if the CONTRACTOR is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the CONTRACTOR, there should be attached to the Contract a duly authenticated Power-Of-Authority evidencing the signer's authority to execute such Contract for and on behalf of the CONTRACTOR.

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: _____(Contractor)

Contract No. _____

Project: _____

You are notified that your Bid, dated _____, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for _____.

The Contract Price of your Contract is _____Dollars (\$ _____).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 6.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplementary Conditions of the Contract Documents.

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

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

OWNER:

(authorized signature)

(title)

Witness: _____

SECTION 00 52 00.00

**FORM OF AGREEMENT
BETWEEN OWNER & CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the
year 20 _____ by and between:

(hereinafter call OWNER) and

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

- 1.1. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Contract No. _____
Specification Title: _____

- 1.2. The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract No. _____
Contract Title: _____

Article 2 ENGINEER

- 2.1. The Project has been designed by McMahon Associates, Inc., who is hereinafter called ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3 CONTRACT TIME

- 3.1. The work shall be Substantially Complete within _____ days after the date when the Contract Time commences to run, as provided in the Bid Form, and completed to the point of final acceptance by the OWNER, ready for final payment in accordance with Paragraph 15.06 of the General Conditions, and to the point of Final Completion by _____ .

- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1., above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. Should the Contract not be completed in the prescribed time allotment, the OWNER shall document the damages actually caused by the untimely completion of the work. Damages shall be deducted from the Contract by the OWNER after the project has been completed.
- 3.3. In the alternative, at the option of the OWNER, the OWNER may invoke Liquidated Damages in the amount of _____ & no/100 Dollars (\$_____) per day for each unexcused day of delay by the CONTRACTOR. The alternative shall be at the sole option and discretion of the OWNER.

Article 4 CONTRACT PRICE

- 4.1. OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds as follows:

Contract: _____
_____(words) & ____/100 Dollars
(\$ _____) (figures)

Article 5 PAYMENT PROCEDURES

- 5.1. CONTRACTOR shall submit Applications For Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the General Conditions.
- 5.2. 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, on or about the last day of each month during construction, as provided below. All progress payments will be on the basis of the progress of the work measured by the Schedule Of Values provided for in Paragraph 15.01 of the General Conditions.
- 5.2.1. The amount of retainage with regard to progress payments will be 5% until 50% of the work is completed. At 50% completion, further partial payments will be made in full to the CONTRACTOR, and no additional amounts will be retained until the ENGINEER certifies that the project is not proceeding satisfactorily, but amounts previously retained will not be paid to the CONTRACTOR. At 50% completion or any time thereafter, when the progress of the work is not satisfactory, the OWNER may increase the retainage, but in no event may the retainage exceed 10% of the value of the work completed. Upon Substantial Completion, the OWNER may make additional payments retaining an amount sufficient to cover the estimated cost of the work yet to be completed.
- 5.3. Final Payment. Upon final completion and acceptance of the work, in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER, as provided in said Paragraph 15.06.

Article 6 INTEREST

- 6.1. All moneys not paid when due hereunder shall bear interest at the legal rate established by the State Law (State Law of the project site) as applicable to money judgments.

Article 7 CONTRACTOR's REPRESENTATIONS

- 7.1. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- 7.1.1. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.1.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

- 8.1. The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part hereof and consist of the following:
- 8.1.1. Specifications bearing the title:
- _____
- _____
- _____
- and consisting of _____ divisions, as listed in table of contents thereof.
- 8.1.2. Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive with each sheet bearing the following general title:
- _____
- _____
- _____
- 8.1.3. Addenda, numbered ____ through _____, inclusive.
- 8.1.4. CONTRACTOR's Bid (Pages 00 41 00.00-1 through 00 41 00.00-_____, inclusive).
- 8.1.5. Exhibits to this Agreement (Corporation Certificate, Page 00 45 43.00-1, if applicable).
- 8.1.6. Notice Of Award (Page 00 51 00.00-1).
- 8.1.7. This Form Of Agreement Between Owner & Contractor (Pages 00 52 00.00-1 through 00 52 00.00-____, inclusive).

- 8.1.8. Notice To Proceed (Page 00 55 00.00-1)
- 8.1.9. Performance / Payment Bonds (Section 00 61 00.00).
- 8.1.10. Application For Payment (Page 00 62 76.01-1), Certificate of Payment (00 62 76.02-1), and Change Order (Page 00 63 63.00-1), inclusive.
- 8.1.11. Standard General Conditions (Pages 00 72 00.00-1 through 00 72 00.00-70, inclusive).
- 8.1.12. Supplementary Conditions (Pages 00 73 00.00-1 through 00 73 00.00-____, inclusive).
- 8.1.13. Any modification, including change orders, duly delivered after execution of Agreement.
- 8.2. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification (as defined in Article 1 of the General Conditions).

Article 9 MISCELLANEOUS

- 9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. **CONTRACTOR further acknowledges having reviewed Section 7.18, *Indemnification* (page 39) of the Standard General Conditions of the Construction Contract and consulting with counsel, if necessary, in order to fully understand the legal rights and obligations created therein.**

Article 10 OTHER PROVISIONS

- 10.1. IN WITNESS WHEREOF, the parties have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20 ____.

OWNER:

CONTRACTOR:

By: _____
(authorized signature)

By: _____
(authorized signature)

Title

Title

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Approved as to form:

Attorney For The OWNER

SECTION 00 55 00.00

NOTICE TO PROCEED

Dated: _____

To: _____(Contractor)

Contract No. _____

Project: _____

You are notified that the Contract Time under the above Contract will commence to run on _____, 20 _____. By that date, you are to start performing the work and your other obligations under the Contract Documents.

The dates of Substantial Completion and Final Completion are set forth in the agreement; they are _____ and _____, 20 ____, respectively.

Before you may start any work at the site, you must deliver to the OWNER (with copies to ENGINEER) Certificates Of Insurance, which you are required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started by _____, 20 ____, as indicated in the Contract Documents.

OWNER:

(authorized signature)

(title)

Witness: _____

SECTION 00 61 00.00

CONSTRUCTION PERFORMANCE BOND / PAYMENT BOND

Prepared By
Engineers Joint Contract Documents Committee
EJCDC C-610 / C-615 - 2018 Edition

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**



McMahon Associates, Inc.
1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920)751-4200
FAX: (920)751-4284

APPLICATION FOR PAYMENT

(Owner)	PROJECT:	_____
	CONTRACTOR	_____
	Contract No.	_____
	Project No.	_____
	Application No.	_____
	Application Date	_____
	Period From	_____ To _____

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☐ Schedule Of Values
- ☐ Schedule Of Unit Prices
- ☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$	Completed To Date	\$
Net Change Orders	\$	Retainage _____%	\$
Current Contract Amount	\$	Subtotal	\$
		Previous Applications	\$

Amount Due This Application: \$ _____

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said Contract, being Applications For Payment numbered 1 through _____ inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated _____ 20 _____
(contractor)

By _____
(name & title)

COUNTY OF _____ } ss
STATE OF _____ }
Before me on this _____ day of _____ 20 _____ personally appeared _____
_____ known to me, who being duly sworn, did depose and say that he/she is the _____
_____ of the Contractor above mentioned; that he/she
(title)

executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: _____
(Notary Public)



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1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920)751-4200
FAX: (920)751-4284

CERTIFICATE FOR PAYMENT

(Owner)

Contract No. _____

Project File No. _____

Certificate No. _____

Issue Date: _____

Project: _____

This Is To Certify That, In Accordance With The Contract Documents Dated: (Date Of Contract Agreement)

(Contractor)

Is Entitled To **(Partial)** **(Final)** Payment For Work Performed Through: (Date Noted On Application For Payment)

- ☐ Contractor's Application For Payment Attached.
☐ Itemized Cost Breakdown Attached.

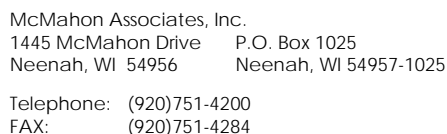
Original Contract	_____	\$
Net Change Orders	_____	\$
Current Contract Amount	_____	\$

Completed To Date	_____	\$
Retainage_____%	_____	\$
Subtotal	_____	\$
Previously Certified	_____	\$

Amount Due This Payment: \$

Certified By:
McMahon Associates, Inc.
Neenah, Wisconsin

(Authorized Signature)



(Contractor)	Contract No.	_____
	Project File No.	_____
	Change Order No.	_____
	Issue Date:	_____
	Project:	_____

You Are Directed to make the Changes Noted Below in the Subject Contract:		
	(Description)	(amount)
	TOTAL	(Total Amount)

	CONTRACT PRICE	TIME
Prior To This Change Order	\$	days
Adjustments Per This Change Order	\$	days
Current Contract Status	\$	days

Authorized:
OWNER

By: _____
Date: _____

- Four Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

SECTION 00 72 00.00

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared By
Engineers Joint Contract Documents Committee

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will 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 insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will 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 insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, 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 branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 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.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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 will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 00 73 00.00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2018 Edition). All provisions, which are not so amended or supplemented, remain in full force and effect. The terms and terminology used in these Supplementary Conditions have the meanings stated in the General Conditions.

SC 2.02 *Copies fo Documents*

Delete Paragraph 2.02.A of the General Conditions in its entirety, and insert the following in its place:

- 2.02. A. OWNER shall furnish to CONTRACTOR up to three (3) printed or hard copies of the Drawings and Project Manual, and one (1) set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC 3.06 *Electronic Data*

Add the following new Paragraph 3.06.A. immediately after Paragraph 3.05.B.:

- 3.06. A. Data, including Project Drawings and Specification Manuals, will be made available to CONTRACTOR in electronic media format, which may be relied upon by CONTRACTOR. Upon Contract award, up to three (3) hard copies of the Project Drawings and Specification Manuals will be made available to the CONTRACTOR, and relied upon by the CONTRACTOR.

SC 4.01 *Commencement of Contract Time; Notice to Proceed*

Delete Paragraph 4.01.A. of the General Conditions in its entirety, and insert the following in its place:

- 4.01. A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. If the Notice to Proceed is not issued within 90-days from the date of the Notice of Award, then the Contract is considered null and void.

SC 5.03 *Subsurface and Physical Conditions*

Delete Paragraph 5.03.A. of the General Conditions in its entirety, and insert the following:

- 5.03. A. No Reports of explorations or tests of subsurface conditions at or contiguous to the site, or Drawings of physical conditions relating to existing surface or subsurface

SC 5.06 *Hazardous Environmental Conditions at Site*

Delete Paragraphs 5.06.A. and 5.06.B. of the General Conditions in their entirety, and insert the following:

- 5.06. A. No Reports or Drawings related to Hazardous Environmental Conditions (HEC) at the Site are known to the OWNER.
- B. Not Used.

SC 6.03 *Contractor's Insurance*

Add the following new paragraphs immediately after Paragraph 6.03.C.5.:

- 6.03. C. 6. **Two separate** certificates must be issued; one listing the OWNER as Certificate Holder, and one listing the ENGINEER as Certificate Holder:
7. The OWNER's Certificate should list the OWNER as an additional insured under the General Liability policy.
8. The ENGINEERs Certificate should list McMahon Associates, Inc. as an additional insured under the General Liability policy

Add the following new paragraph immediately after Paragraph 6.03.C.:

- 6.03. D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Worker's Compensation, and related coverages under Paragraph 6.03.A. of the General Conditions:
- a. State: Statutory
- b. Applicable Federal (e.g. Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000
2. CONTRACTOR's Commercial General Liability under Paragraphs 6.03.A. of the General Conditions, which shall include completed operations and product liability coverages, and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:
- a. Bodily Injury
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate, Products & Completed Operations
- b. Property Damage
\$500,000 Each Occurrence
\$2,000,000 Annual Aggregate

- c. Property Damage Liability will provide Explosion, Collapse and Underground coverages where applicable.
 - d. Personal Injury with employment exclusion deleted
\$1,000,000 Annual Aggregate
 - e. Umbrella Liability
\$2,000,000 Annual Aggregate
- 3. Comprehensive Automobile Liability
 - a. Bodily Injury
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 - b. Property Damage
\$500,000 Each Occurrence
 - c. Umbrella Liability
\$2,000,000 Annual Aggregate
- 4. Contractual Liability Endorsement
 - a. Bodily Injury
\$2,000,000 Each Occurrence
 - b. Property Damage
\$500,000 Each Occurrence
\$1,000,000 Annual Aggregate

SC 7.02 *Supervision and Superintendence*

Add the following new paragraph 7.02.C. immediately after Paragraph 7.02.B:

- 7.02. C. It shall be the CONTRACTOR's sole responsibility to select and implement the means, methods, techniques, sequences and procedures of construction that will prevent moisture infiltration, and to provide adequate ventilation to allow for the dissipation of any moisture that might accumulate within the work. The Drawings and Specifications are not intended to depict each and every detail required by the CONTRACTOR in their performance of the work. Means and methods are the responsibility of the CONTRACTOR. Therefore, the CONTRACTOR is in the responsible position to verify that work performed by the CONTRACTOR is completed to prevent moisture infiltration and maintain an environment reasonably free of moisture.

SC 7.10 *Taxes*

Add the following new Paragraph 7.10.B. immediately after Paragraph 7.10.A:

- 7.10. B. OWNER is exempt from payment of sales and compensating use taxes of the State of Wisconsin and of cities and counties thereof on all materials to be incorporated into the Work.
1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
 2. OWNER'S exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.

SC 9.13 *Maintenance*

Add a new Paragraph 9.13.A. to the General Conditions, which shall read as follows:

- 9.13. A. The OWNER shall be responsible for maintenance of the project, or portions of the project, which have been completed and turned over to the OWNER, for the OWNER's use. All projects are subject to wear and tear, and environmental and man-made exposures. All projects require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the OWNER. The ENGINEER shall have no responsibility for monitoring or maintenance of such issues or resulting damages.

SC 10.03 *Resident Project Representative*

Add the following new paragraphs 10.03.C. and 10.03.D. immediately after Paragraph 10.03.B:

- 10.03. C. The Resident Project Representative (RPR) will be ENGINEER's employee or agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of CONTRACTOR. The RPR shall:
1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
 2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as Preconstruction Conferences, Progress Meetings, Job Conferences and other project-related meetings.

3. *Liaison:*
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's Authorized Representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed, and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
5. *Modifications:* Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications, and report such suggestions, together with RPR's recommendations, to ENGINEER.
6. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-site observations of CONTRACTOR's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
7. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof.
 - b. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.

8. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all CONTRACTORS, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

9. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.
- c. Immediately, notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

10. *Payment Requests:* Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

11. *Completion:*

- a. Participate in a Substantial Completion review, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final review in the company of ENGINEER, OWNER, and CONTRACTOR, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

10.03. D. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, Suppliers, or CONTRACTOR's Superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals.
8. Authorize OWNER to occupy the Project in whole or in part.

SC 14.08 ***Period of Limitation***

Add a new Paragraph 14.08 after Paragraph 14.07.D of the General Conditions, which shall read as follows:

SC 14.08 **Period of Limitation**

- 14.08. A. Nothing contained in this Article 14 shall establish a period of limitation with respect to any other obligation, which the CONTRACTOR has under the Contract Documents.
- B. The establishment of time periods herein relates only to the specific obligation of the CONTRACTOR to correct the work and has no relationship to the time within which the CONTRACTOR'S obligations under the Contract Documents may be enforced, nor to the time within which proceedings may be commenced with respect to this obligation.

SC 15.01 ***Progress Payments***

Delete Paragraph 15.01.B.4. of the General Conditions in its entirety, and insert the following in its place:

- 15.01. B.4. The amount of retainage with regard to progress payments will be 5% until 50% of the work is completed. At 50% completion, further partial payments will be made in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies that the project is not proceeding satisfactorily, but amounts previously retained will not be paid to the CONTRACTOR. At 50% completion or any time thereafter, when the progress of the work is not satisfactory, the OWNER may increase the retainage, but in no event may the retainage exceed 10% of the value of the work completed. Upon substantial

completion, the OWNER may make additional payments retaining an amount sufficient to cover the estimated cost of the work yet to be completed.

SC 15.03 *Substantial Completion*

Add the following new Paragraph 15.03.D.1. immediately after Paragraph 15.03.D:

- 15.03. D.1. The OWNER shall be responsible for maintenance of the project, or portions of the project, which have been completed and turned over to the OWNER, for the OWNER's use. All projects are subject to wear and tear, and environmental and man-made exposures. All projects require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the OWNER. The ENGINEER shall have no responsibility for monitoring or maintenance of such issues or resulting damages.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 11 00.00	SUMMARY OF PROJECT
SECTION 01 26 00.00	CHANGE ORDER PROCEDURES
SECTION 01 29 00.00	APPLICATIONS FOR PAYMENT
SECTION 01 31 00.00	COORDINATION & MEETINGS
SECTION 01 33 00.00	SUBMITTALS
SECTION 01 42 00.00	REFERENCE STANDARDS
SECTION 01 45 00.00	QUALITY CONTROL
SECTION 01 50 00.00	CONSTRUCTION FACILITIES & TEMPORARY CONTROLS
SECTION 01 57 00.00	TEMPORARY CONTROLS
SECTION 01 60 00.00	PRODUCT REQUIREMENTS
SECTION 01 77 00.00	CONTRACT CLOSE-OUT

SECTION 01 11 00.00

SUMMARY OF PROJECT

PART 1 - GENERAL

1.1. PROJECT WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these Contract Documents consists of the reconstruction of approximately 1,600 L.F. of concrete street with associated concrete flatwork, turf restoration and asphalt patching.
- B. The following Contract will be Bid for this project:
 - 1. Contract K0001-09-22-00637.00 SUNSET DRIVE
STREET RECONSTRUCTION

1.2. CONTRACTS

- A. Perform work of each Prime Contract on a Unit Price Basis Contract with the OWNER.

1.3. ALTERNATE BIDS

- A. There are no Alternate Bids.

1.4. WORK BY OTHERS

- A. WE Energies shall be relocating gas lines and services on Sunset Drive. Gas lines are anticipated to be relocated under sidewalks through directional boring and gas services replaced to the home. WE Energies final schedule has not been set and coordination may be required if not completed by the start of this project.

1.5. CONTRACTOR'S USE OF SITE & PREMISES

- A. Refer to Paragraph 5.02 in the General Conditions.
 - 1. Confine construction equipment, the storage of materials and equipment, and the operations of workers, to the construction limits shown on the Drawings, to areas permitted by law, ordinance, permits or the requirements of the Contract Documents. Do not unreasonably encumber the premise with construction equipment or other material or equipment.
 - 2. During the progress of the work, keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, remove all waste materials, rubbish and debris from construction equipment and machinery and surplus materials, and leave the site clean and ready for occupancy by the OWNER. Restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

3. Do not load nor permit any part of any structure to be loaded in any manner that will endanger the structure. Do not subject any part of the work or adjacent property to stresses or pressures that will endanger it. This requirement includes, but is not limited to, the CONTRACTOR's pile driving and surcharge activities.

1.6. WORK SEQUENCE

- A. Develop Work Sequence to complete the project in an orderly and expeditious manner.
- B. CONTRACTOR is responsible for the Construction Schedule, means and methods, as they relate to coordination of construction with delivery of equipment. Include any associated cost in the Bid.

1.7. PARTIAL OWNER OCCUPANCY

- A. Terms of Occupancy:
 1. The OWNER may, from time to time, occupy any portion of the project as the work in connection therewith is completed to such a degree as will permit the use of the project for the purpose intended. The OWNER will, prior to such partial occupancy or use, give notice to the CONTRACTOR thereof, and such occupancy will be upon the following terms:
 - a. The 1-year correction period specified will not begin to run until the final acceptance of all work under the Contract.
 - b. The occupancy or use of any part of the project does not constitute an acceptance of work performed in accordance with the Contract or relieve the CONTRACTOR's liability to perform any work required by the Contract, but not completed at the time of said occupancy. Also, refer to the General Conditions of the Contract.
 - c. The CONTRACTOR is relieved of all maintenance costs on the building or equipment occupied or used under this Contract.
 - d. The CONTRACTOR is not responsible for wear and tear or damage resulting from such occupancy.
 - e. The OWNER assumes risk of loss with respect to any building occupied by the OWNER under the terms of this Contract; provided the CONTRACTOR assumes full responsibility for loss or damage traceable to the CONTRACTOR's fault or negligence in the performance of their Contract.
 - f. The CONTRACTOR is not required to furnish heat, light, power and water used by the OWNER during such occupancy without proper remuneration thereof.

1.8. DEFINITIONS

- A. 'CONTRACTOR' means the General Contractor or their subcontractors.

- B. 'Provide' means furnished and installed by the CONTRACTOR.
- C. 'Obtain' means acquire and pay for.
- D. 'Demolish' means disconnect and remove materials from site. Demolished materials are the property of the CONTRACTOR.
- E. 'Salvage' means remove and reinstall, or remove and turn over to the OWNER at a location designated on-site.
- F. 'Install' means to place in position for service or use.
- G. 'Furnish' means to supply.
- H. 'Abandon' means disconnect and leave in place after transferring contents to OWNER approved tankage/vessel/process on-site.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 26 00.00

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents and be responsible for informing others in CONTRACTOR's employ or Subcontractors of changes to the Work.
- B. Change Order Forms: Form provided by ENGINEER.

1.2 DOCUMENTATION OF CHANGE IN CONTRACT SUM / PRICE & CONTRACT TIME

- A. Maintain detailed records of Work done on a time and material or force account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract time.
 - 5. Credit for deletions from contract, similarly documented.
- D. Support each claim for additional costs and for Work done on a time and material or force account basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times Work was performed, and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment and subcontracts, similarly documented.

1.3 CHANGE PROCEDURES

- A. Refer to General Conditions.
- B. ENGINEER will advise of minor changes in the Work not involving an adjustment to contract sum/price or contract time as authorized by EJCDC C-700 (2018), Paragraph 11.04 by issuing a written field order.
- C. ENGINEER may issue a proposal request or notice of change, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. CONTRACTOR will prepare and submit an estimate within 10-days.
- D. CONTRACTOR may propose a change by submitting a request for change to the ENGINEER, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum / Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other CONTRACTORS.
- E. All Change Order related Work shall be started and completed only after formal approval by the OWNER. Any Work completed by the CONTRACTOR without formal approval, constitutes Work for which the OWNER is not required to pay.

1.4 CONSTRUCTION CHANGE AUTHORIZATION

- A. ENGINEER may issue a document (such as a Work Change Directive) instructing the CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work and will designate method of determining any change in Contract Sum/Price or Contract Time.
- C. Promptly execute the change in Work.

1.5 STIPULATED SUM CHANGE ORDER

- A. Based upon proposal request and CONTRACTOR's price quotation or CONTRACTOR's request for a Change Order, as recommended by ENGINEER.

1.6 UNIT PRICE CHANGE ORDER

- A. For pre-determined Unit Prices and quantities, the Change Order will be executed on a Unit Price Basis.
- B. For unit costs or quantities of units of Work which are not pre-determined, execute Work under a Construction Change Authorization or Work Change Directive.
- C. Changes in Contract Sum / Price or Contract Time will be computed as specified for Time & Material or Force Account Change Order.

1.7 TIME & MATERIAL OR FORCE ACCOUNT CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the conditions of the Contract.
- B. ENGINEER will determine the change allowable in Contract Sum/Price and Contract Time, as provided in the Contract Documents.
- C. Maintain detailed records of Work done on Time & Material or Force Account basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.8 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: ENGINEER will issue Change Orders for signatures of parties, as provided in the General Conditions of the Contract.

1.9 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule Of Values and Application For Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum / Price.
- B. Promptly revise Progress Schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 29 00.00

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1. FORMAT

- A. Use the Application for Payment form provided by ENGINEER in the Contract Documents, including continuation sheets when required.
- B. For each listed item in the Schedule of Values or the Bid Sheets, provide a column for listing: Item Number; Description of Work; Scheduled Value; Previous Applications; Work in Place and Stored Materials under this Application; Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

1.2. PREPARATION OF APPLICATIONS

- A. Refer to General Conditions for basic provisions regarding CONTRACTOR(s) Applications for Payment.
- B. Prepare Applications for Payment based upon one of the following:
 - 1. The percentage of completion of items enumerated in the Schedule of Values, required in Division 1, Section 01 20 01.00 - Contract Considerations.
 - 2. The Unit Price Schedule.
 - 3. Attach a copy of the Schedule of Values or the Unit Price Schedule to each Application for Payment.
- C. Incomplete or inadequate submittals will be returned to the CONTRACTOR. Provide the Schedule of Values or Unit Price Schedule and Application for Payment in a neatly typed and professional manner.
- D. Execute certification by signature of authorized officer.
- E. Provide an updated Construction Schedule and lien waivers with each Application for Payment.
- F. Provide Record Drawings prior to submitting final Application for Payment.
- G. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.
- H. Prepare Application for Final Payment in accordance with Division 1, Section 01 77 00.00 - Contract Close-Out.

1.3. SUBMITTAL PROCEDURES

- A. Submit three (3) copies of each Application for Payment for work on this project to the ENGINEER no later than the tenth (10th) day of the month. Include all work completed as of the last day of the previous month. Submit one (1) additional copy directly to the ENGINEER's On-Site Representative.
- B. Payment Period: Submit at intervals as stipulated in the Agreement.

1.4. SUBSTANTIATING DATA

- A. Submit data justifying dollar amounts in question when ENGINEER requires substantiating information.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

1.5. UNIT PRICES

- A. When Unit Prices constitute the basis for payment for work performed on this project, payment will be made at the Unit Prices Bid for the actual number of units constructed. Make measurements or other determinations necessary to fix the number of units constructed in a manner acceptable to the OWNER and the ENGINEER.
- B. For Lump Sum bid projects, use the Unit Prices when increasing or decreasing the amount of work called for on the Drawings and in this Specification. Use Unit Prices only after the Bidding.

1.6. PAYMENT FOR STORED EQUIPMENT

- A. CONTRACTOR may apply for payment for equipment that has not been delivered to the job site, but is in storage, provided a Storage Agreement has been executed with the OWNER.
- B. The 'Storage Agreement' follows this Section.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

STORAGE AGREEMENT

SPECIAL PROCEDURE FOR OBTAINING PAYMENT FOR MATERIALS NOT STORED AT THE SITE OF THE WORK

OWNER: _____

Project Name: _____

Contract Number: _____

Due to the limited amount of space available for the storage of materials at the site of the _____ (Project), the Owner will, under the following conditions, approve partial payments for certain materials stored off the premises.

1. Prior Approval. The Contractor shall obtain the approval of the Owner before making any arrangements to obtain a certification for payment for materials stored off the site. Materials must be suitable for storage and must be properly packaged.
2. Storage Site. The Contractor shall provide and maintain a suitable storage site and proper storage conditions, which must be approved in advance by the Owner. The site must be within the State of _____.
3. Storage Conditions. The material covered by the Request for Certification for Partial Payment must be stored above grade and must be properly protected at all times against weather, heat, cold, moisture and other hazards as the material may require. The storage conditions must be approved by the Owner. All protection must be provided by the Contractor at their own expense and must be maintained throughout the storage period.

Material must not be commingled with other similar material but must be stored by itself and must be plainly labeled "Owner."

It must be stored so that it can be readily inspected, measured and counted at all times by the Owner's representatives.

4. Bill of Sale. Request for Certification for Partial Payment for materials stored under the above conditions must be accompanied by a Bill of Sale, properly identifying the material and transferring ownership of the materials to the Owner. The Bill of Sale must be accompanied by an inventory of the stored material together with a description of the storage site by street number and city, or by legal description of the premises.
5. Insurance. The Contractor shall provide and maintain Builder's Risk, Fire and Extended Coverage Insurance on the stored material in the amount of 100% of the value thereof, under the same conditions as for material stored on the site of the project. Unless specifically exempted by the Owner, the Contractor shall provide insurance against loss by theft or vandalism, and the Owner shall be named the beneficiary under the policy, as trustee for all concerned.
6. Responsibility. The Contractor agrees that in accepting partial payment for the stored materials, the Contractor is, in no way, relieved of responsibility for the safe storage of the material and its safe transportation to and installation in the work, or for furnishing and installing the material in strict accordance with plans and specifications.

The Contractor also agrees that acceptance by the Owner of a Bill of Sale for the material does not imply acceptance of the material, which shall be subject to final acceptance or rejection up to the time the Contractor's work is completed and finally accepted.

The Contractor also agrees that the usual guarantees covering their work under the Drawings, Specifications and Contract, are in no way impaired as a result of the partial payment and the acceptance of the Bill of Sale.

The Owner accepts no responsibility in connection with the material.

7. Acceptance. The Contractor shall indicate his acceptance of the above conditions by signing and returning one copy of this Storage Agreement, Proof of Insurance, and Bill of Sale.

ACCEPTED:

Contractor

Authorized Signature

Printed or Typed Name

Date _____

STORAGE CONDITIONS APPROVED:

Owner-Authorized Signature

Printed or Typed Name

Date _____

Material Stored: _____

Site: _____

SECTION 01 31 00.00

COORDINATION & MEETINGS

PART 1 - GENERAL

1.1. COORDINATION

- A. Develop an overall Project Schedule in conjunction with all Subcontractors. Schedule and coordinate the work of each Subcontractor.
- B. Coordinate the work and cooperate with all other trades to facilitate the general progress of the work. Afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.
- C. Perform work in proper sequence in relation to that of other Subcontractors, as required by construction progress.
- D. Arrange the work and dispose of the materials so as not to interfere with the work or storage of materials of other CONTRACTORS. Join work to that of others in accordance with the intent of the Drawings and Specifications.
- E. Direct Mechanical and Electrical CONTRACTORS to work in cooperation with the General CONTRACTOR, and with each other; and fit their piping, duct work, conduit, etc., into the structures as job conditions demand. All final decisions as to the right-of-way and run of pipe, ducts, etc., will be made by the ENGINEER or their Representative at meetings with responsible representatives of Mechanical Trades CONTRACTORS.
- F. Do not endanger any work of another CONTRACTOR. Do not cut or alter such work of any other CONTRACTOR without the consent of the other CONTRACTOR.
- G. Keep constant check on the progress of the work, so the particular trade can ensure preparation for installation of that trade's work and not cause delay in the progress of the work.
- H. Provide due notice and proper information to other CONTRACTORS of any special provisions necessary for the placing or setting of their work coming in contact with work of other CONTRACTORS. Failing to do so in proper time will result in the CONTRACTOR being held responsible and paying for any and all alterations and repairs necessitated by such neglect.
- I. The responsible party will pay any cost caused by defective or ill-timed work.
- J. After OWNER occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.
- K. In finished areas (except as otherwise indicated) conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

1.2. GRADES, LINES & LEVELS

A. Pipe Line Construction:

1. Primary line and grade will be furnished by the OWNER and will be established by the ENGINEER. In open cut construction, line and grade stakes will be set parallel to the proposed sewer or water main and offset therefrom in a manner that will best serve the CONTRACTOR's work operations, wherever practical. Stakes will be set opposite each sewer appurtenance or water main fitting and change in line and grade. Render whatever assistance may be required by the ENGINEER and arrange work operations in such manner as to avoid interference with the establishment of primary lines and grades. Check the accuracy of line and grade stakes by means of visual and taping checks, and protect and preserve the stakes. Pay the cost of re-staking, due to the CONTRACTOR's negligence. CONTRACTOR is responsible for the correct transfer of all construction lines and grades from the primary line and grade points, and for the correct alignment and grade of the finished structure, based upon the primary line and grade established by the ENGINEER.

B. Street Construction:

1. ENGINEER will furnish primary line and grade parallel to the proposed work and offset therefrom in a manner that will best serve the CONTRACTOR's work operations, wherever practical. Stakes will be set opposite each storm sewer appurtenance and change in line or grade. Provide whatever assistance may be required by the ENGINEER, and arrange work operations in such manner to avoid interference with the establishment of primary lines and grades. Check the accuracy of line and grade stakes by means of visual and taping checks and protect and preserve the stakes. Pay the cost of re-staking, due to the CONTRACTOR's negligence. CONTRACTOR is responsible for the correct transfer of all construction lines and grades from the primary line and grade points, and for the correct alignment and grade of the finished work, based upon the primary line and grade established by the ENGINEER.
2. Provide the necessary facilities such as levels, rulers and line(s) for transferring the grade and line from the ENGINEER's stakes to the work. Preserve primary line and grade stakes. Furnish and set the string lines or grading stakes. Visually check string lines or grading stakes for error in line or grade. Provide string lines fastened to supporting stakes spaced adequately to permit support of the string without distortion or misalignment. Pull string sufficiently tight to remove any noticeable or measurable sag. Transfer elevations from the primary line and grade stakes. Notify ENGINEER immediately if the visual inspection of the string lines or grading stakes discloses an apparent error.
3. If CONTRACTOR elects to use machine control to construct street base, ENGINEER will provide a 2018 Civil 3D corridor drawing file, linework file, and surface file. Convert these files to information compatible with the machine control system in use.
4. ENGINEER will not set red top stakes unless additionally compensated by CONTRACTOR.

1.3. ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. Match patched work to existing adjacent work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to ENGINEER.
- G. Where a change of plane occurs, submit recommendation for providing a smooth transition for ENGINEER review.
- H. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored or showing other imperfections.
- I. Finish surfaces as specified in individual product sections.

1.4. CUTTING & PATCHING

- A. Each CONTRACTOR is responsible for their own cutting and patching but the work must be performed by Tradespersons experienced in the type of work involved.
- B. Submit written request in advance of cutting or altering elements that affects:
 - 1. Structural integrity of element.
 - 2. Integrity of weather exposed or moisture resistant elements.
 - 3. Efficiency, maintenance or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of OWNER or separate CONTRACTOR.
- C. Execute cutting, fitting and patching, including excavation and fill, to complete work, and to:
 - 1. Fit the several parts together, to integrate with other work.

2. Uncover work to install or correct ill-timed work.
 3. Remove and replace defective and non-conforming work.
 4. Remove samples of installed work for testing.
 5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods, which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.
 - E. Cut rigid materials using masonry saw or core drill.
 - F. Restore work with new products in accordance with requirements of Contract Documents.
 - G. Fit work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
 - H. Maintain integrity of wall, ceiling or floor construction; completely seal voids.
 - I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
 - J. Identify any hazardous substance or condition exposed during the work to the ENGINEER for decision or remedy.

1.5. PRE-CONSTRUCTION CONFERENCE

- A. Attend a Pre-Construction Conference, after the time of Contract award, to discuss the responsibility of each part to the project and to clarify any questions. Include representatives of all CONTRACTORS, including the Superintendents designated for the project, Resident Engineer in charge of observation and principal staff, and representatives of the municipality or governing authority. A representative of the Resident Observation staff will preside over the conference.
- B. A suggested format would include, but not be limited to, the following subjects:
 1. Presentation of a proposed Construction Schedule by the General CONTRACTOR.
 2. Check of required bonds and insurance certifications prior to the Notice to Proceed.
 3. Shop Drawing submittal and approval procedure.
 4. Chain of command, direction of correspondence and coordinating responsibility between CONTRACTORS.
 5. Request for a weekly project meeting for all involved.

6. If a remodel or alteration project, introduction of the plant superintendent and discussion of the need for maintenance of operations through the construction period, accommodations for plant employees and partial OWNER occupancy.
7. Equal opportunity requirements.
8. Laboratory testing of material requirements.
9. Inventory of material stored on-site provisions.
10. Progress estimate and payment procedure.
11. Posting of signs, if applicable.

1.6. PROGRESS MEETINGS

- A. Hold progress meetings at regularly scheduled intervals to discuss items that directly affect the progress of the project and to adjust the construction progress schedule (or CPM if required, Network Analysis Schedules) so as to assure timely completion of the project. All CONTRACTORS may be requested to attend.
- B. Agenda:
 1. Review Minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems and decisions.
 4. Identification of problems that impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.

1.7. PRE-INSTALLATION CONFERENCES

- A. When required in an individual Specification Section, convene a Pre-Installation Conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify ENGINEER 4-days in advance of meeting date.
- D. Prepare Agenda, preside at Conference, record Minutes and distribute copies within 2-days after Conference to participants, with two (2) copies to ENGINEER.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.8. JOB SITE ADMINISTRATION

- A. CONTRACTOR's Responsibilities:
 - 1. Supervise and direct the work in accordance with the General Conditions.
 - 2. Assure the work is accomplished in conformance with the Contract Documents.
 - 3. Supervise all assembly of materials and all labor to complete the work on the project.
 - 4. Proceed with the work in accordance with the schedule established in such a manner as to ensure completion of the work within the time allotted.
- B. ENGINEER's Responsibilities & Authority:
 - 1. Refer to the Standard General Conditions of the Construction Contract.
 - 2. ENGINEER will establish the standards of acceptability for materials and workmanship furnished by the CONTRACTOR.
 - 3. ENGINEER will observe work quality and quantity of the CONTRACTOR according to Contract requirements.
 - 4. ENGINEER will have the authority to recommend to the OWNER rejection of materials or workmanship that does not meet Contract requirements.
 - 5. ENGINEER will act as the OWNER's representative and have authorities, as described in the General Conditions.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 33 00.00

SUBMITTALS

PART 1 - GENERAL

1.1. CONSTRUCTION PROGRESS SCHEDULES

- A. Provide a Construction Progress Schedule. Provide an updated Schedule with each Application For Payment. If an up-dated Schedule has not been submitted, processing of the Application For Payment will be withheld.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates and duration.
- C. Indicate estimated percentage of completion for each item of work at each submission.
- D. Indicate submittal dates required for Shop Drawings, product data, samples and product delivery dates, including those furnished by OWNER and under Allowances.

1.2. PROPOSED PRODUCTS LIST

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

1.3. SHOP DRAWINGS, PRODUCT DATA & SAMPLES

- A. Shop Drawings:
 - 1. After checking and verifying all field measurements, material requirements, etc., submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions, electronic copies (.pdf format) of all Shop Drawings, checked by and stamped with the approval of the CONTRACTOR and identified as stated below. Provide complete data on the Shop Drawings with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.
 - 2. Submit Shop Drawings for the following materials and equipment as applicable.
 - a. All pre-assembled or manufactured building components (doors and windows, toilet partitions, hardware, etc.)
 - b. All heating equipment and accessory items.
 - c. All electrical equipment, fixtures and controls.

- d. All process equipment items, valves, controls, etc.
 - e. Any other items that the CONTRACTOR feels require review by the ENGINEER.
- 3. Provide Shop Drawings certified by the CONTRACTOR and/or Manufacturer, bearing the name of the Manufacturer, the name of the project, the name of the CONTRACTOR, and the name of the ENGINEER. Provide Shop Drawings written in English with English units. All Shop Drawings not containing these provisions may be returned.
- B. ENGINEER will review Shop Drawings and samples with reasonable promptness, but the ENGINEER's review is only for conformance with the general, overall design concept of the project. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. Make any corrections required by the ENGINEER and return corrected electronic copies (.pdf format) Shop Drawings, and resubmit new samples until noted: 'Make Corrections Noted' or 'Reviewed by ENGINEER'. Direct specific attention in writing on resubmitted Shop Drawings, to revisions other than the corrections called for by the ENGINEER on previous submissions. The required CONTRACTOR's stamp of approval on any Shop Drawing or sample constitutes a representation to the OWNER and ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or they assume full responsibility for doing so, and that they have reviewed each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- C. Where a Shop Drawing or sample submission is required by the Specifications, commence no related work until the submission has been reviewed by the ENGINEER. Keep a copy of each reviewed Shop Drawing and each reviewed sample at the site and make available to the ENGINEER.
- D. ENGINEER's review of Shop Drawings or samples does not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviation at the time of submission and the ENGINEER has given written acceptance to the specific deviation. Any review by the ENGINEER does not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

1.4. MANUFACTURER's CERTIFICATES

- A. When specified in individual Specification Sections, submit Manufacturers' certificate to ENGINEER for review, in quantities specified for product data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications, as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to ENGINEER.

1.5. CONSTRUCTION PHOTOGRAPHS

- A. Construction photographs will not be required unless specifically stated in the Division where the specific aspect of the work to be photographed is specified. In all cases where construction photographs are required, include the cost in the CONTRACTOR's Bid.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 42 00.00

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. Verify any material or operation specified by reference to a Code (Federal, State or local), publication, published specification of a Manufacturer, a society, an association or other published standards, complies with requirements of the listed document, except when more rigid requirements are specified or are required by applicable Codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- F. The contractual relationship of the parties to the Contract will not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.2 ABBREVIATIONS & SYMBOLS

- A. In general, abbreviations and symbols will be listed and defined on the Drawings. Symbols will not be used in the Specification text. Since the number of abbreviations which could be used might cover several pages, abbreviations used are defined in that part of the Specifications to which they apply unless the usage is so generally understood that definition is believed unnecessary.

1.3 SCHEDULE OF REFERENCES

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006	ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005	ADC	Air Diffusion Council 230 North Michigan Avenue Chicago, IL 60601
AASHTO	American Association of State Highway & Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001	AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006

AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740	ASTM	American Society for Testing & Materials 1916 Race Street Philadelphia, PA 19103
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006	AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611	AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AISI	American Iron & Steel Institute 1000 16th Street, N.W. Washington, DC 20036	AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AITC	American Institute of Timber Const. 333 W. Hampden Avenue Englewood, CO 80110	AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
AMCA	Air Movement & Control Association 30 West University Drive Arlington Heights, IL 60004	BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018	CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10174
APA	American Plywood Association Box 11700 Tacoma, WA 98411	CLFMI	Chain Link Fence Mfg. Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
ARI	Air-Conditioning & Refrig. Institute 1501 Wilson Boulevard Arlington, VA 22209	CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
ASHRAE	American Society of Heating, Refrig. & Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329	DHI	Door & Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
ASME	American Society of Mech. Engineers 345 East 47th Street New York, NY 10017	EJCDC	Engineers' Joint Contract Documents Comm. American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162	EJMA	Expansion Joint Manufacturers Assoc. 25 North Broadway Tarrytown, NY 10591

FGMA Flat Glass Marketing Association
3310 Harrison
White Lakes Professional Building
Topeka, KS 66611

FM Factory Mutual System
1151 Boston-Providence Turnpike
P.O. Box 688
Norwood, MA 02062

FS Federal Specification
General Services Administration
Specifications & Consumer Information
Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

GA Gypsum Association
1603 Orrington Avenue
Evanston, IL 60201

ICBO International Conf. of Building Officials
5360 S. Workman Mill Road
Whittier, CA 90601

IEEE Inst. of Electrical & Electronics Engrs
345 East 47th Street
New York, NY 10017

IMIAC International Masonry Industry
All-Weather Council
International Masonry Institute
815 15th Street, N.W.
Washington, DC 20005

MBMA Metal Building Manufacturer's Assoc.
1230 Keith Building
Cleveland, OH 44115

MFMA Maple Flooring Manufacturers Assoc.
60 Rivere Drive
Northbrook, IL 60062

MIL Military Specification
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120

ML/SFA
Metal Lath/Steel Framing Association
221 North LaSalle Street
Chicago, IL 60601

NAAMM
National Association of
Architectural Metal Manufacturers
221 North LaSalle Street
Chicago, IL 60601

NCMA National Concrete Masonry Association
P.O. Box 781
Herndon, VA 22070

NEBB Nat'l Environmental Balancing Bureau
8224 Old Courthouse Road
Vienna, VA 22180

NEMA National Electrical
Manufacturers' Association
2101 'L' Street, N.W.
Washington, DC 20037

NFPA National Fire Protection Association
Battery March Park
Quincy, MA 02269

NFPA National Forest Products Association
1619 Massachusetts Avenue, N.W.
Washington, DC 20036

NSWMA
National Solid Wastes
Management Association
1730 Rhode Island Ave., N.W.
Washington, DC 20036

NTMA National Terrazzo & Mosaic Assoc.
3166 Des Plaines Avenue
Des Plaines, IL 60018

NWMA National Woodwork Manufacturers Assoc.
205 W. Touhy Avenue
Park Ridge, IL 60068

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077

PCI Prestressed Concrete Institute
201 North Wells Street
Chicago, IL 60606

PS Product Standard
U. S. Department of Commerce
Washington, DC 20203

RIS Redwood Inspection Service
One Lombard Street
San Francisco, CA 94111

RCSHSB
Red Cedar Shingle &
Handsplint Shake Bureau
515 116th Avenue
Bellevue, WA 98004

SDI Steel Deck Institute
P.O. Box 9506
Canton, OH 44711

SDI Steel Door Institute
712 Lakewood Center North
14600 Detroit Avenue
Cleveland, OH 44107

SIGMA Sealed Insulating Glass Manufacturers
Association
111 East Wacker Drive
Chicago, IL 60601

SJI Steel Joist Institute
1205 48th Avenue North, Suite A
Myrtle Beach, SC 29577

SMACNA
Sheet Metal & Air Conditioning
Contractors' National Association
8224 Old Court House Road
Vienna, VA 22180

SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213

TCA Tile Council of America, Inc.
Box 326
Princeton, NJ 08540

UL Underwriters' Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

WCLIB West Coast Lumber Inspection Bureau
6980 S.W. Varns Road
Box 23145
Portland, OR 97223

WWPA Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 45 00.00

QUALITY CONTROL

PART 1 - GENERAL

1.1 QUALITY ASSURANCE / CONTROL OF INSTALLATION

- A. Monitor quality control over Suppliers, Manufacturers, products, services, site conditions and workmanship, to produce work of specified quality.
- B. Comply fully with Manufacturers' instructions, including each step in sequence.
- C. Should Manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, Codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. The OWNER, through their Authorized Representative (not the ENGINEER), may direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used, or to be used, appear to OWNER's Representative as insufficient or improper for securing the quality of work required, or the required rate of progress, they may order the CONTRACTOR to increase their efficiency or improve the character of their equipment. Conform to such order. Failure of the OWNER's Representative to demand any increase of such efficiency or improvement does not release the CONTRACTOR from their obligation to secure the quality of work or the rate of progress specified.

1.2 REFERENCES

- A. Conform to reference standard current on date of Bid Opening.
- B. Obtain copies of standards when referenced by Contract Documents.
- C. Should specified Reference Standards conflict with contract documents, request clarification for ENGINEER before proceeding.
- D. The contractual relationship of the parties to the contract are not altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 TESTING LABORATORY SERVICES - GENERAL

- A. Where the services of Certified Testing Laboratories are required as a part of this Contract, they are specifically noted in the Division where the product, material or result of construction methods are specified. Review the Specifications carefully to determine the extent of the testing required.
- B. Within 10-days of issuance of Notice to Proceed, provide to the ENGINEER, as a Submittal, an electronic copy (.pdf) listing the required testing and the name, address and telephone number of the testing laboratory that will perform the tests.
- C. CONTRACTOR will pay all costs for testing services not specifically designated as the responsibility of the OWNER.

1.4 TESTS ON CONCRETE

- A. Non-Building Construction:
 - 1. Provide all tests of concrete by an approved independent testing and inspection Laboratory at the expense of the CONTRACTOR. Instruct the testing Laboratory to furnish the ENGINEER with an electronic copy (.pdf) of all test reports. Instruct the testing Laboratory to make preliminary 7-day tests of the mix after it has been designed and before the first concrete is poured. Provide not less than one (1) test for each twenty-five (25) cubic yards of concrete for each class of concrete placed, and in any event not less than one (1) test for each day's pour of each class of concrete. Provide not less than two (2) specimens for each test. Make and cure specimens in accordance with current ASTM Specifications C-39, Test For Compressive Strength Of Cylindrical Concrete Specimens and C-31, Making & Curing Concrete Compressive & Flexural Strength Test Specimens In The Field.
 - 2. Provide both 7-day and 28-day tests at the beginning of construction. The standard age of tests is 28-days.
 - 3. If the average strength of the Laboratory control cylinders for any portion of the structure falls below the compressive strength required for the design, the ENGINEER has the right to order a change in the proportions or the water content of the concrete for the remaining portions of the structure.
 - 4. In addition, where there is question as to the quality of the concrete in the structure, ENGINEER may require tests in accordance with Specifications Obtaining & Testing Drilled Cores & Sawed Beams of Concrete (ASTM Designation C-42), or order load tests for that portion of the structure where the questionable concrete has been placed. Provide load test in accordance with Section 202 of the current ACI Building Code for Reinforced Concrete (ACI 318) and criterion of acceptability of the concrete under test provided in these referenced documents. Pay for these tests.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 50 00.00

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain State Board Of Health approved chemical toilet(s) for the use of all workers of all trades. Place toilet(s) in an inconspicuous place, keep clean, and remove from site at the completion of the project.
- B. Do not use OWNER's facilities.

1.2 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for OWNER's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Protect all trees, shrubs, lawns, etc., not specifically designated for removal by the ENGINEER.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.3 FENCING

- A. New fences are covered in Division 32 - Exterior Improvements.
- B. Remove existing fences which interfere with the work. Restore fences to their original condition when the work is done, unless the Contract Documents indicate otherwise.
- C. Provide adequate fencing for safety and security purposes. This is the sole responsibility of the General CONTRACTOR.

1.4 BARRICADES & WARNING DEVICES

- A. The devices and materials and provisions as specified herein are minimum requirements and do not relieve the CONTRACTOR from compliance with Federal, State and local requirements. Prior to the placement of devices intended to close an alley, street, highway, thoroughfare, traffic lane or public or private way obtain written permission from the authorized official of the municipality and, if applicable, the appropriate county or state highway official or property owner. Notify the Chiefs of the Fire and Police Departments of the municipalities concerned prior to any such closure.
- B. Erect and maintain all barricades, guardrail, lights and signs necessary for public safety and convenience. Mark all hazards within the limits of the work or on detour around the

work with well-painted well-maintained barricades, lanterns, torches, flares, reflectors, electric lights, flashers, or caution, warning and directional signs in sufficient quantity and size to adequately protect life and property. Move, change, increase or remove these safeguards as required during the progress of the work to meet changing conditions.

- C. Conduct all traffic control operations in accordance with the latest issues of the Manual On Uniform Traffic Control Devices (MUTCD) and the Wisconsin Department Of Transportation Standard Specifications For Highway & Structure Construction.
- D. Maintain barricades in rigidly assembled condition. Keep barricades clean and the reflecting strips in good repair so as to be readily discernible at all times.
- E. Provide proper provisions for handling of materials for the protection of all traffic and the public. Provide reasonable and satisfactory provisions for travel on sidewalks, cross-walks, streets, roads, railroads and private ways.
- F. Comply with Occupational Safety & Health Act (OSHA) requirements issued by the Federal Government and/or adopted by the State and local laws, rules and regulations, as they apply.
- G. The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR regarding the protection of the work and public after 24-hours notice in writing. In case of emergency, the OWNER reserves the right to remedy any neglect without due notice, and, in either case, to deduct the cost of such remedy from any money due or to become due the CONTRACTOR.

1.5 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.6 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection as required.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or Roofing Material Manufacturer.
- F. Prohibit traffic from landscaped areas.

1.7 SECURITY

- A. The OWNER and ENGINEER are not responsible for security on the site.
- B. Provide security guards (if deemed necessary) and take other precautionary measures as deemed necessary to protect persons or property. The CONTRACTOR will be held responsible for loss or injury to persons or property where work is involved.

1.8 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend access roads and relocate as work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. The OWNER will provide a place of ingress and egress for the CONTRACTOR to the site of the work. If an easement is required, it will be obtained by the OWNER.
- E. Permanent access roads and parking areas will be covered in Division 32 - Exterior Improvements.

1.9 PARKING

- A. If the site is large enough, the OWNER will permit the CONTRACTOR to park their own and employees' vehicles on the site without charge. If the site is not large enough, the CONTRACTOR will make their own parking arrangements.
- B. Designate one (1) parking space for the OWNER and ENGINEER.

1.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris and rubbish from site weekly; and dispose off-site.

1.11 REMOVAL OF UTILITIES, FACILITIES & CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Application for Payment.

- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.12 TEMPORARY FIRST AID FACILITIES

- A. Comply with the requirements of the Manual of Accident Prevention in Construction, Associated General Contractors of America, Inc., latest edition, Section 2, First Aid, and have on the site a first aid kit, dust-proof, protected from heat and moisture and containing, as a minimum, the first aid items listed according to the number of employees.

1.13 TEMPORARY FIRE PROTECTION

- A. Comply with the requirements of the Manual of Accident Prevention in Construction, Associated General Contractors of America, Inc., latest edition, Section 36, Fire Hazards & Prevention. Do not block access to any fire hydrants, valves, manholes, fire alarm or police call boxes. Post fire department telephone numbers at the job site and keep a fire extinguisher on the job site. Provide a carbon dioxide extinguisher available at the job site.

1.14 POLLUTION CONTROL

- A. Comply with all Federal, State and local requirements covering pollution control.
- B. If the project is in connection with additions, modifications or alterations to an existing Sewage Treatment Plant, it is the intent of this paragraph to ensure that all incoming wastes receive such treatment so as to be equivalent to the treatment presently being provided. Although the operation of the plant facilities is the responsibility of the OWNER, do not interfere nor otherwise cause conditions, which would make treatment continuity impossible or unreasonably difficult.
- C. No by-passing of sewage is to be permitted during any portion of the construction.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 57 00.00

TEMPORARY CONTROLS

PART 1 - GENERAL

1.1. WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.2. DUST CONTROL

- A. Execute work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.3. EROSION & SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes and drains, to control and prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Provide erosion and sediment control practices in accordance with the Wisconsin Department of Natural Resources (DNR) Construction Site Best Management Practice Handbook.

1.4. POLLUTION CONTROL

- A. Provide methods, means and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

1.5. BARRICADES & WARNING DEVICES

- A. The devices, materials, and provisions specified herein are minimum requirements and do not relieve the CONTRACTOR from compliance with Federal, State, and local requirements. Prior to the placement of devices intended to close an alley, street, highway,

thoroughfare, traffic lane, or public or private way, obtain written permission from the authorized official of the municipality and, if applicable, the appropriate county or state highway official or property owner. Notify the Chiefs of the Fire and Police Departments of the municipalities concerned prior to any such closure.

- B. Erect and maintain barricades, guardrail, lights, and signs necessary for public safety and convenience. Mark hazards within the limits of the work or on detour around the work with well-painted well-maintained barricades, lanterns, torches, flares, reflectors, electric lights, flashers, or caution, warning, and directional signs in sufficient quantity and size to adequately protect life and property. Move, change, increase or remove these safeguards as required during the progress of the work to meet changing conditions.
- C. Conduct traffic control operations in accordance with the latest issues of the Manual on Uniform Traffic Control Devices (MUTCD) and the Wisconsin Department of Transportation Standard Specifications for Highway & Structure Construction.
- D. Maintain barricades in rigidly assembled condition. Keep barricades clean and the reflecting strips in good repair to be readily discernable at all times.
- E. Provide proper provisions for handling of materials for the protection of traffic and the public. Provide reasonable and satisfactory provisions for travel on sidewalks, crosswalks, streets, roads, railroads, and private ways.
- F. Comply with Occupational Safety & Health Act (OSHA) requirements issued by the Federal Government and/or adopted by the State and local laws, rules, and regulations, as they apply.
- G. The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR regarding the protection of the work and public after 24-hours' notice in writing. In case of emergency, the OWNER reserves the right to remedy any neglect without due notice, and, in either case, to deduct the cost of such remedy from any money due or to become due the CONTRACTOR.

PART 2 - PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 60 00.00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same Manufacturer, for similar components.

1.2 QUALITY

- A. Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are intended to be new and of the most suitable grade of their representative kinds for the purpose.
- B. Quality of Work is the sole responsibility of the CONTRACTOR.

1.3 TRANSPORTATION & HANDLING

- A. Except for OWNER procured equipment and materials, furnish all material and equipment to the job site.
- B. Unload products received by truck on the site of the work. Pay all handling costs incidental to the installation of products.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.4 STORAGE & PROTECTION

- A. Provide protection against vandalism, rain, wind, storms, cold or heat so as to maintain all work, materials, apparatus, equipment and fixtures incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged. Store items that require dry storage, such as electrical controls and motors in a dry building and not under tarps.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 01 77 00.00
CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 CLOSE-OUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected by the CONTRACTOR, and that work is complete in accordance with Contract Documents and ready for OWNER's inspection.
- B. Provide submittals to ENGINEER that are required by governing or other authorities.
- C. Submit final Application For Payment identifying total adjusted contract sum, previous payments and sum remaining due.
- D. OWNER will occupy the work, as specified in Division 1, Section 01 11 00.00 - Summary Of Work.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final review.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish and construction facilities from the site.
- H. Keep the site neat and orderly during the course of the work. Perform work to bring the site up to an acceptable standard, if found substandard by the ENGINEER, in a prompt manner.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on-site, one (1) set of the following record documents; record actual revisions to the work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data and samples.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- E. Record Documents & Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to benchmark datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract Drawings.
- F. Submit documents to ENGINEER with claim for final Application For Payment.
- G. Provide acceptable Record Drawings prior to final Application For Payment.

1.5 GUARANTEES, WARRANTIES & BONDS

- A. Comprehensive information concerning guarantees, warranties and bonds is given in the General Conditions.
- B. The Specifications may state that the OWNER requires additional bonds beside those required by the General Conditions, such as a bond to be furnished with roofing may be required, etc. Such requirements will be stated in the pertinent division of the Specifications.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

DIVISION 31 – EARTHWORK

SECTION 31 10 00.00	SITE CLEARING
SECTION 31 20 00.00	EARTH WORK
SECTION 31 25 00.00	EROSION AND SEDIMENT CONTROLS

SECTION 31 10 00.00

SITE CLEARING

PART 1 - GENERAL

1.1. SECTION INCLUDES

- A. Methods for clearing the site and, disposal of materials cleared from the site.

1.2. MEASUREMENT PROCEDURES

- A. Measure in the units specified in the Contract Bid Forms, if applicable.

1.3. PAYMENT PROCEDURES

- A. Pay as specified in the Contract Bid Forms, if applicable.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1. CONSTRUCTION

A. Methods

1. Remove obstructions such as mounds of dirt, stone or debris.
2. Remove and replace obstructions such as street signs, small culverts and end walls, advertising signs and guard posts, located in construction easements or right-of-ways.
3. Preserve and protect trees or shrubs from damage or injury. Do not remove or trim trees or shrubs unless specifically allowed in the Contract Documents. Cut interfering tree roots 1-inch or greater in diameter perpendicular to the direction of growth on the tree side of the trench. Treat cut roots with a tree wound dressing.
4. Provide access to private and public property at all times. Notify property owners of specific access arrangements during construction.

B. Disposal

1. Dispose of the material in conformance with all laws, ordinances and regulations governing the disposal of such materials and items.

2. Burning

- a. Burn only if permitted by OWNER.
- b. Burn in accordance with laws, ordinances, and regulations regarding burning.
- c. Burn in a manner that will not injure or endanger items to be preserved or left in place.
- d. Burn in a manner as to prevent the fire from spreading to areas adjoining the right-of-way.
- e. If clearing and grubbing is completed in times when burning is not permitted, pile all material to be burned outside the clearing and grubbing limits and return such material to the construction site and burn it at a time when burning is permitted.

- 3. Obtain written permission to place material on private property or on land not associated with the project from the property owner or other responsible party. Include language absolving the ENGINEER and the OWNER from any and all responsibility in connection with the placing of material on said property. Provide copy of written permission to the ENGINEER upon request.

C. Conservation

- 1. Prevent injury to trees, shrubs, vines, plants, grasses and other vegetation growing on areas outside of the areas to be cleared and grubbed. Confine the dragging, piling and burning of debris, the piling of material of various kinds, and the performing of other work which may be injurious to vegetation to areas which carry no vegetation or which will be covered by embankments or disturbed by excavation.
- 2. Remove low-hanging or unsound branches as required from trees and shrubs that are to remain in place.
- 3. Remove shrubbery, brush, trees and other vegetation from areas outside of the areas to be cleared and grubbed, when removal is required by the Contract Documents. Remove dead vegetation, logs, stumps, limbs, sticks and other undesirable matter occurring on areas where live shrubbery, brush, trees and other desirable vegetation are to be left in place.
- 4. Backfill stump holes and other holes from removed obstructions with suitable material and compact in accordance with the requirements for compaction control and testing except in areas to be excavated
- 5. Comply with all applicable laws and ordinances and air pollution control rules.

D. Lot Corners

1. Protect all survey corners in project area. Replace any damaged or removed corners using a registered land surveyor.
2. CONTRACTOR may request ENGINEER to locate and mark these corners prior to commencing work at CONTRACTOR's expense.

END OF SECTION

SECTION 31 20 00.00

EARTHWORK

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes

1. Acceptable methods for the excavating, placing, grading, stabilizing and compacting of earth at the project site.

B. Measurement Procedures

1. Roadway Excavation (Common Excavation, Rock Excavation, & Marsh Excavation)
 - a. Measure common excavation in cubic yards in their original position, computed by the method of average end areas.
 - b. Measure rock excavation using vertical measurements for determining end areas within the limits of the roadbed (defined as the shoulder slopes or 1 foot behind the back of curb) extending from the surface of the rock to an elevation 6-inches below the sub-grade or finished surface of the earth grade. Measure boulders and surface stone of one half ($\frac{1}{2}$) cubic yard or more in volume individually and the volume computed from average dimensions taken in three (3) directions.
 - c. Measure marsh excavation in its original position by the average end area method to the extent that a reasonably well defined trench of required cross section is excavated and formed, having relatively stable side slopes and the bottom of which is the bottom of the marsh or satisfactory support for the backfill and embankment.

C. Payment Procedures

1. Pay for earthwork by cubic yard unless otherwise specified in the Contract Documents.
2. Pay for Excavation Below Subgrade (EBS) (undercutting) at the contract unit price for excavation unless otherwise specified in the Contract Documents.

1.2. REFERENCES

- A. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- B. ASTM D8167 – Standard Test Method for In-Place Bulk Density of Soil and Soil-Aggregate by a Low-Activity Nuclear Method (Shallow Depth)

1.3. SUBMITTALS

- A. Furnish OWNER with the proposed source or sources of embankment material to be used at least fifteen (15) working days prior to delivery.
- B. Obtain soil samples from the intended embankment material source. Perform a soil analysis through a soil testing laboratory to ensure conformity with the specifications.
- C. Do not deliver embankment material to the work site prior to review by the OWNER. Any delay caused by the failure of soil tests to meet these specifications is the sole responsibility of the CONTRACTOR.

PART 2 – PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1. PROTECTION OF EXISTING STRUCTURES & UTILITIES

- A. Protect against damage surfaces and features, including buildings, pavements, trees and shrubs, within and adjacent to the construction easement or right-of-way, which are to be saved as indicated on the drawings or by the ENGINEER.
- B. Support and protect existing gas pipes, water pipes, steam pipes, electric and telephone facilities, and other surface or subsurface structures, either of a private or of public ownership, whether or not indicated or shown on the drawings. Perform such work at CONTRACTOR's expense, and according to their own drawings.
- C. Contact public utilities for the location of their underground structures such as ducts, mains or services for electric power, gas and telephone. Support above ground poles for electric power, lighting and telephone wires and cables. If the CONTRACTOR damages such utilities or subsurface structures, make settlement with the OWNER(s) of the utility (ies).

3.2. INTERFERENCE OF UNDERGROUND STRUCTURES

- A. Notify ENGINEER and OWNER when an unknown underground structure is encountered in the trench or tunnel and because of interference part or all of the structure requires relocation.
- B. Notify the ENGINEER and the OWNER of underground structure of CONTRACTOR'S desire to temporarily relocate such structure or to discontinue the service therein, and receive from the OWNER of such underground structure permission for such relocation or discontinuance of service if the relocation is to be made for CONTRACTOR's convenience. Replace structure to original position and condition. Structure OWNER may perform the work in connection with said relocation, discontinuance or replacement at the CONTRACTOR's expense. No extra compensation will be paid for unavoidable delays caused by the interference of existing underground structures.

- C. Protect, support, or brace existing underground structures where the excavation of either a trench or tunnel extends under or approaches it.

3.3. WASTE OR EXCESS MATERIAL DISPOSAL

A. Surplus Earth

- 1. Surplus earth is the CONTRACTOR's property.
- 2. Haul surplus material to CONTRACTOR procured dump site.

3.4. SITE GRADING

A. Stripping Topsoil

- 1. Prior to excavation, strip topsoil, if any, to its entire depth.
- 2. Strip vegetation from stockpiling area.
- 3. Stripped topsoil.
 - a. Free from clay, stones, excessive vegetation, and debris.
 - b. May be used for finished grading.

B. Rough Grading

- 1. Grade to elevations 4-inches below finished grade for all areas not under proposed walks, paved areas and drives. Grade to finished sub-grade under walks, paved areas and drives.
- 2. Install sewers, water mains and other utilities prior to rough grading. If fill or backfill settles after grading, ENGINEER may direct that these areas be filled to finish grade.
- 3. Rough grade to a reasonably smooth, compacted and free from irregular surface changes condition.

C. Finish Grading

- 1. Where existing grades of lawns or planted areas are not to be changed, or if new grades are less than 4-inches above existing grade, remove enough of the material in place to allow placing of 4-inches of new topsoil, unless existing topsoil to required depth is undisturbed and of equal or greater depth and quality than new topsoil. If the existing topsoil is left in place, place only enough new topsoil to bring the project up to grade. Scarify sub-grade to a depth of 1-inch to assure bonding of topsoil to subsoil.

2. Stockpiled topsoil.
 - a. Free of stones, tree roots, branches, clay balls, hard lumps, gravel, cinders and other undesirable materials.
3. Grade, rake and roll with a roller weighing not more than 100 nor less than 25 pounds per lineal foot. Do not place topsoil in frozen or muddy conditions.
4. Excess topsoil, if any, is the OWNER's property. Leave stockpiled on site.

3.5. STRUCTURE EXCAVATION, BACKFILLING & COMPACTION

A. General

1. Section includes the acceptable methods of excavating, backfilling and compacting of earth beneath the building structure to a point 5 feet outside the building lines.
2. Submit the following reports from a certified geotechnical testing laboratory directly to the ENGINEER and copy the CONTRACTOR:
 - a. Analysis of soil materials, whether procured on or off site, and including fill, backfill and borrow materials.
 - b. Verification of each footing sub-grade.
 - c. Comprehensive strength of bearing test reports.
 - d. Compaction test reports.
3. Site Utilities
 - a. Advise utility companies of excavation activities before starting excavations. Locate and identify underground utilities passing through work area before starting work.
 - b. If underground utilities are encountered in location other than indicated, immediately advise Utility Company before proceeding. Amend project record documents to show actual utility locations.
 - c. Protect existing utilities, unless it is being removed.
 - d. Do not interrupt existing utilities without advance notice to and written approvals from the OWNER.

B. Materials

1. General
 - a. For each soil material proposed for use as fill or backfill, whether obtained on or off site, classify soil material, develop Proctor curve and perform any other tests required.

- b. Obtain approval for each soil material.
- 2. Structural Fill: Predominantly sand material with 100% passing the 3-inch sieve, 70 to 100% passing the #4 sieve and less than 15% passing the #200 sieve.
- 3. Native Fill: On site soils approved by Geotechnical Engineer. The moisture contents should be within +/- 3% of the optimum modified proctor moisture content.
- 4. Office Slab Base Course: 6-inch of manufactured sand or ¾-inch crushed limestone.

C. Excavation

1. General

- a. Includes the removal of any material necessary to achieve the required elevations and dimensions of the structures indicated on the drawings. It also includes trenching for utility systems to a point 5 feet beyond the building lines.
- b. Extend excavations beyond concrete foundations to allow proper inspections of concrete form work and materials.
- c. Strip existing topsoil and soft/wet soils from the entire construction area.
- d. Protect the bottom of excavation from frost at all times.
- e. No payment will be made for correction of sub-grades improperly protected against damage from freeze-thaw, water accumulation or rutting.

2. Approval of Sub-Grade & Additional Excavation

- a. Provide certified Geotechnical Engineering Representative to verify soil bearing pressures of sub-grade. At the direction of the Geotechnical Engineering Representative, remove unsatisfactory soils to an elevation where satisfactory soil is encountered.
- b. Where additional excavation is made below slabs-on-grade, restore the proper elevation with compacted structural fill.
- c. Where additional excavation is made below footings, restore the proper elevation with compacted structural fill over an area equal to the footing size plus the depth of the additional excavation on each side of the footing.

3. Unnecessary Excavation

- a. Do not excavate below the elevations indicated on the drawings, unless so directed by the ENGINEER or the On-Site Geotechnical Engineering Representative.

- b. Restore unapproved excavations to the proper elevation with compacted select fill at no expense to the OWNER.

D. Backfill & Fill

1. Backfill

- a. Material: Structural Fill.
- b. Location
 - 1) Unsatisfactory Soils - Over-excavation of unsatisfactory soils below footings.
 - 2) Foundation Walls - Both sides of interior and exterior walls.
 - 3) Retaining Walls - Both sides.
 - 4) Footings - Above and adjacent to all footings located below slabs or pavement.
 - 5) Pipe Trenches - Above all pipe bedding.
- c. After completion of below grade construction and prior to any backfilling, remove all form materials, trash and debris from the excavation.
- d. Place backfill in horizontal layers not more than 8-inches in thickness, loose measurement.
- e. Compact each layer by hand or machine to the required density.
- f. Backfill simultaneously on both sides of foundation walls such that the level of backfill is equal on each side of the foundation wall at all times.
- g. Where backfill occurs on one side of a foundation wall, or where final grade is unequal, backfill when floor framing is complete in the case of basement walls or when final concrete strength is reached in the case of retaining walls. Take special care when backfilling to prevent any welding action or eccentric loading against the wall. Exercise care that equipment used in compaction of backfill does not overload the walls. Hand compact backfill immediately adjacent to such walls.
- h. Place backfill to the required sub-grade to allow for placement of topsoil or concrete slabs.

2. Fill

- a. Material: Native Fill.
- b. Location: Where fill is required to raise the grade level of the site.
- c. Install fill in horizontal layers not more than 8-inches in thickness, loose measurement.

- d. Compact each layer by hand or machine to the required density.
- e. Review sub-grade prior to filling operations, as follows:
 - 1) After stripping topsoil, proof roll the building area with a fully loaded tandem axle dump truck or rubber tired vehicle of similar size and weight.
 - 2) Undercut soils that are observed to rut or deflect excessively under the moving load and replace with compacted fill.
 - 3) Verify the proof-rolling and undercutting activities with a qualified representative of a Geotechnical Engineer. Perform these activities during a period of dry weather.
 - 4) Scarify and compact the sub-grade soils to at least 95% modified Proctor for a depth of 6-inches below the surface. Adjust the moisture content of the sub-grade soils as required to facilitate compaction.
- 3. Slab Sub-base: Provide slab base course below all interior floor slabs and exterior walks. Compact slab base course as specified in the compaction requirements.

E. Compaction Requirements & Testing

- 1. Equipment: Provide all necessary compaction equipment and other grading equipment to obtain the required compaction.
- 2. Testing
 - a. Determine maximum and minimum density of the fill soil in accordance with ASTM test designation D-1557, Modified Effort Test. Determine relative density in accordance with ASTM test designation D-8167.
 - b. Submit 50-lb. representative samples of the proposed fill material to an independent laboratory for particle size analysis and optimum moisture-maximum density determinations prior to the start of any filling operations.
 - c. Perform field density tests for determining the compaction of the fill using a qualified testing laboratory in accordance with standard recognized procedures for making such tests. Perform these tests at locations requested by the ENGINEER / ARCHITECT. Retest failing areas at no additional cost to the OWNER.
- 3. Compaction Requirements
 - a. Compact backfill, fill and slab sub-base to 95% modified Proctor maximum dry density per ASTM D-1557.
 - b. Provide one compaction test for every 50 cubic yards to fill.

3.6. ROADWAY EXCAVATION, EMBANKMENT, BACKFILL & COMPACTION

A. General

1. Consists of the excavation and satisfactory disposal of all materials taken for the construction of the roadway, roadbed, embankments, earth sub-grade and shoulders, intersections, side ditches and dikes, channels and waterways. It also includes the grading of entrances, approaches, parking lots, ditches and channels beyond the right-of-way. Includes the removal and satisfactory disposal of surface and base courses, embankment surcharge, masonry walls, foundations of buildings or other structures that lie within the right-of-way, stone fences, stone piles and surplus and unsuitable materials; the replacement of unsuitable material with satisfactory material; the trimming and finishing of the roadway; and maintaining such work in a finished condition until acceptance.
2. Does not include excavation for structures or other excavation items for which separate and specific methods of measurement and basis of payment are provided elsewhere in the specifications and contract.

B. Classification of Excavation

1. Rock Excavation

a. Includes:

- 1) Hard, solid rock in ledges, bedded deposits and un-stratified masses and conglomerate deposits or any other material so firmly cemented they present the characteristics of solid rock; and the ENGINEER determines it is not practical to excavate and remove same without blasting or using rippers.
- 2) Rock boulders having a volume of one cubic yard or more.

- b. Does not include crushed aggregate or asphaltic base or surface courses or concrete base or surface courses.

2. Marsh Excavation

a. Includes:

- 1) Excavation below the original ground level of marshes and swamps underlying proposed embankments, within the limits indicated on the drawings or as determined by the ENGINEER, and necessary or desirable to ensure a stable foundation for embankment or to accelerate the subsidence of unstable material under embankment load.

- b. Does not include old road cores so designated on the drawings to be salvaged and used in the construction of embankments.

3. Common Excavation

- a. Includes materials encountered in the performance of the work under roadway excavation other than specific materials that have been classified rock excavation or marsh excavation.

C. Construction

1. General

- a. Clear and grub and remove topsoil before ground is broken or embankments are placed.
- b. Excavate materials from within the right-of-way. Use excavated material with suitable engineering properties in the work to the extent practicable. Dispose of surplus or unsuitable materials off the project site.
- c. Grade entrances, approaches, ditches, and channels beyond the right-of-way.
- d. Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work in a finished condition until acceptance.

2. Preparing Roadway Foundation

- a. Remove vegetation taller than one foot before excavating or placing embankment. Remove sod, perishable material, unstable topsoil, muck, peat, and other undesirable material from the roadway foundation. Also remove frozen material unless the OWNER approves otherwise. Dispose of removed materials off the project site.
- b. Salvage topsoil from excavation areas and the roadway foundation. Remove excess unstable topsoil from the roadway foundation as Excavation Below Subgrade (EBS).
- c. Compact the existing ground within the roadway foundation as necessary to support the embankment and attain the specified embankment density.
- d. If placing embankment on side slopes 10 feet high or higher and steeper than one vertical to three horizontal, provide vertically faced horizontal steps or benches in the slopes to support the embankment. Cut or form the steps or benches while placing the embankment.
- e. Completely remove pavement, asphaltic surface, and rigid base from within the roadbed slopes and underlying proposed embankments to a minimum depth of 2 feet below the finished grade line or to the depth shown on the plans.

3. Drainage During Construction

- a. Maintain the roadway, ditches and channels in a well-drained condition at all times by keeping the excavation areas and embankments sloped to the

approximate section of the ultimate earth grade. Provide temporary drainage until permanent drainage work is completed. Temporary drainage installations are incidental to the construction of the work.

- b. If storing salvaged topsoil on the right-of-way during construction, stockpile it to preclude interference with or obstruction of surface drainage.
- c. Preserve, protect, and maintain existing tile drains, sewer, and other subsurface drains that should continue in service without change. Repair any damage to these facilities resulting from negligence or carelessness of the CONTRACTOR's operations.

4. Excavation Below Subgrade (EBS)

- a. Remove deposits of frost-heave material, unstable silty soils, wet and unstable soil, material salvage from old road cores in marshes, topsoil containing considerable humus or vegetable matter, rocks, or other undesirable foundation material. If possible, slope and drainage to excavation bottoms to prevent water accumulation.
- b. Dispose of humus bearing soils and other excavated materials not suitable for embankment construction.
- c. Use selected materials from roadway and drainage excavation having suitable engineering properties, borrow, or granular backfill to backfill excavated areas.

5. Grading the Roadway, Intersections, and Entrances

- a. Utilize suitable material removed from excavation in the construction of the roadway, as far as practicable. Use excess excavated material in other places as shown on the drawings.
- b. Undercut or underfill excavated slopes or areas and embankment slopes or areas, designated to be covered with topsoil or salvaged topsoil, to the necessary depth to provide for the specified amount of topsoil or salvaged topsoil to be placed.
- c. Perform excavation to avoid removing or loosening any material outside the required slopes. Replace and thoroughly compact any material removed or loosened to the required cross-section.
- d. Grade intersection roads, approaches, entrances, and driveways. Construct intersections and private entrances, trim shoulder and slopes, finish and blade the earth subgrade, and complete the ditches closely following the rough grading.

6. Constructing Ditches, Dikes, and Channels

- a. Construct inlets, outlets, swamp, berm and intercepting ditches, dikes or intercepting embankments and channels as shown on the drawings or as directed by the ENGINEER and maintain to the required section until acceptance. Perform in proper sequence with other work to provide adequate drainage and to minimize erosion and siltation.
- b. Excavate suitable material from ditches and channels and use in the construction of the roadway and backfilling of abandoned ditches and channels. Dispose of unused excavated material off the project site.
- c. Do not place waste or surplus excavation within 3 feet from the edge of the ditch or channel or within such greater distance, as may be required, to ensure stability of the side slopes. Spread waste or surplus material in thin uniform layers neatly leveled and shaped. Remove roots, stumps, logs and other objectionable material in the slopes and bottoms of ditches and channels. Backfill the holes with suitable material. If necessary, provide sufficient opening in spoil banks to allow surface drainage of adjacent lands.
- d. Provide suitable outlets or flumes from intercepting ditches to roadway ditches where necessary.

7. Muck or Peat Marshes

- a. Complete treatment as soon as practicable in order to obtain maximum settlement prior to proposed base and surface construction.
- b. Excavate wet marshes having relatively unstable side slopes beginning at one end and proceed in one direction to the full width across the entire marsh immediately ahead of backfilling.
- c. Excavate and backfill to provide the complete removal or displacement of all peat or muck from within lateral limits called for on the drawings or as staked by the ENGINEER, and to the bottom of the marsh or to firm support.
- d. Excavate any displaced peat or muck accumulating ahead of the advancing embankment toe to provide removal of or to facilitate displacement of underlying peat or muck.

D. Backfill & Embankments

- 1. Roadway backfill consists of placing in embankments and in miscellaneous backfills material obtained from roadway excavation or borrow excavation.
- 2. Materials for Embankment
 - a. Suitable materials containing no logs, stumps, brush or other perishable material.

- b. No frozen lumps of soil are allowed.
 - c. The top 12-inches of earth embankments are free from stone, broken concrete or other materials that would significantly affect scarifying, compacting and finishing the sub-grade.
3. Remove ice and snow from the ground surface before placing embankment on the ground. Do not place embankment on frozen subgrade. Unless the Contract specifies otherwise, discontinue constructing embankments in the fall or early winter if weather conditions prevail that cause substantial freezing of the materials during placement, except if using materials from rock excavation, or of a granular nature and that contain only minor quantities of silt, clay, loam, or similar materials.
 4. Construct embankment starting at the lowest point of the fill, below the grade at the bottom of ravines. Construct the embankment in layers by spreading and leveling the material during placement. Spread individual layers evenly to uniform thickness throughout and approximately parallel with the finished grade for the full width of the embankment, unless directed otherwise. Place the material in layers generally no thicker than 8-inches, to secure the required compaction. On side hills too steep to operate hauling equipment, over low wet ground, in marshes, or if filling in water, provide a single layer, just thick enough to support the hauling equipment while placing subsequent layers.
 5. If the material for embankment consists of rock, broken stone, or fragmented material of a size that makes placing in 8-inch layers impracticable, then place the embankment material in layers no thicker than the approximate average size of the larger rocks. Avoid nesting and fill the voids with smaller stones and satisfactory soil or rock fines.
 6. Do not compact embankment material if the moisture content causes excessive rutting by the hauling equipment, or excessive displacement or distortion under the compacting equipment. If these conditions exist, allow the materials to dry before compacting. If necessary, accelerate drying the materials by aerating or by using blade graders, harrows, discs, or other appropriate equipment to manipulate the material. If the embankment material does not contain sufficient moisture to compact properly, add water in quantities the ENGINEER deems necessary to aid, accelerate, and secure effective compaction. Compact embankments, outside the roadway foundation, to the degree contemplated for standard compaction. The ENGINEER may allow less compaction outside the roadway foundation if the CONTRACTOR uses unstable soil.
 7. Deposit, spread, and level, as specified above, the embankment material in layers generally no thicker than 8-inches before compaction. Compact each layer of the embankment until the compaction equipment achieves no further significant consolidation. Provide the required compaction for each layer before placing any material for a succeeding layer. Route hauling and leveling equipment over the entire area of each layer or fill to compact to the extent practicable during placement. The ENGINEER may require specialized compaction equipment to provide additional compaction if, in the ENGINEER's opinion, adequate

compaction is not achieved without it. Specialized compaction equipment includes pad foot rollers, pneumatic-tire rollers, vibratory rollers, or other alternate compaction equipment that produces the required results. Obtain the ENGINEER's approval before using alternate compaction equipment.

E. Compaction

1. Compact in accordance with the requirements for standard compaction unless special compaction is called for on the drawings or in the Contract. Do not compact embankment material when the moisture content is such as to cause excessive rutting by the hauling equipment or excessive displacement or distortion under the compacting equipment. Allow materials to dry prior to compacting. Add water to embankment materials with insufficient moisture content.
2. Roadway Excavation Backfill and Embankment
 - a. Compaction requirements are listed in Table 31 20 00.00-1, located at the end of this Section.
 - b. Perform the number of compaction tests specified in the Special Provisions, if applicable.
 - c. Perform proof roll test prior to placement of aggregate base.
3. Crushed Stone Paving
 - a. Compact crushed stone or aggregate base course to 95% of maximum density in accordance with the requirements of ASTM D 1557, Modified Proctor Test.
 - b. Perform the number of compaction tests specified in the Special Provisions, if applicable.
 - c. Perform proof roll test with loaded tandem axle truck prior to project acceptance. All soft areas shall be removed and reconstructed.

F. Tolerances

1. Grade final subgrade and ditches within 0.08 feet of plan elevations.

END OF SECTION

TABLE 31 20 00.00-1

Excavated Area	Percent Compaction Fine-Grained Soil	Percent Compaction Coarse- Grained Soil	Relative Density *
Within 10' of building lines under footings, floor slabs and structures attached to buildings (i.e., walls, stoops, steps); and the upper 4' or a distance twice the trench width, whichever is greater, of any trench located under any concrete or asphalt paved surfaces.	90%	95%	70%
10' beyond building lines under walks, driveways, curbing, concrete or asphalt paving; sub-grade preparation; and the remaining section of any trench located under these paved surfaces.	80%	90%	60%
10' beyond building lines under seeded, sodded and landscaped areas, and any trench located under these areas.	80%	90%	--

Coarse-grained soils are classified as those soils with more than 50% (by weight) larger than the No. 200 mesh sieve and with a plastic index less than 4.

Compaction requirements maximum density shall be determined by AASHTO Designation T99, Method C (Standard Proctor), with replacement of the fraction of material retained in the 3/4-inch sieve with No. 4 to 3/4-inch material.

* Minimum relative density requirements apply to coarse-grained soils and apply only in cases where the percentage compaction requirements are not being reached.

SECTION 31 25 00.00

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1. SECTION INCLUDES

- A. Erosion and sedimentation controls for earthwork operations.

1.2. MEASUREMENT PROCEDURES

- A. Measure in the units specified in the Contract Bid Forms.

1.3. PAYMENT PROCEDURES

- A. Pay as specified in the Contract Bid Forms.

1.4. REFERENCES

- A. Construction Site Erosion & Sediment Control Standards (Conservation Practice Standards) – Wisconsin Department of Natural Resources

1.5. SUBMITTALS

- A. Submit the following to the ENGINEER a minimum of 10-days prior to incorporation into the project:
 - 1. Manufacturer's data on erosion control material and devices.
 - 2. Erosion control plan.

PART 2 - PRODUCTS

2.1. MATERIALS

- A. Erosion Control
 - 1. Acceptable Materials
 - a. On Wisconsin Department of Transportation (WisDOT) Erosion Control Product Acceptability List (PAL)

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Erosion Control

1. Perform erosion control measures to control water pollution, erosion and siltation through the use of intercepting embankments, berms, dikes, dams, silt fences, settling basins, slope paving, ditch checks, rip-rap, mulches, erosion mats, seeding, sodding, plantings and other erosion control devices or methods.
2. Coordinate temporary erosion control measures with permanent erosion control measures to assure economical, effective and continuous erosion control.
3. Submit a detailed plan and schedule of construction operations for accomplishing temporary and permanent erosion control work relating to grubbing, grading, excavation, paving and other work which might create erosion.
4. Minimize the area of erosive land exposed to the elements, and minimize the duration of such exposure.
5. Perform construction in and adjacent to rivers, streams, lakes or other waterways in such a manner as to avoid washing, sloughing or deposition of materials into waterways which would result in undue or avoidable contamination, pollution or siltation of such waterways.
6. Perform grubbing and grading operations in proper sequence with other work to minimize erosion. Construct intercepting ditches or dikes, as soon as practical, after clearing and grubbing operations are completed.
7. Furnish, install, maintain and remove erosion and sediment control facilities in accordance with Wisconsin Department of Natural Resources Technical Standards.
8. Install and maintain erosion control (Best Management Practices) in accordance with applicable permits.
9. Inspect site weekly and within 24-hours following a rainfall of 0.5-inches (in 24-hours) or greater. Prepare and retain inspection forms.

END OF SECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 01 00.00 PAVEMENT REPAIR & RESURFACING

SECTION 32 11 23.00 AGGREGATE BASE COURSES

SECTION 32 13 13.00 CONCRETE PAVEMENTS

SECTION 32 16 13.00 CONCRETE CURB & GUTTER

SECTION 32 16 23.00 CONCRETE SIDEWALK & DRIVEWAYS

SECTION 32 92 00.00 LANDSCAPING

SECTION 32 01 00.00

PAVEMENT REPAIR & RESURFACING

PART 1 - GENERAL

1.1. SECTION INCLUDES

- A. Material requirements, construction procedures, and testing procedures.

1.2. MEASUREMENT PROCEDURES

- A. Asphaltic Concrete Paving, Concrete Pavement, Concrete Sidewalk & Driveways
 - 1. Measured by the square yard, unless otherwise specified in the Contract Documents.
- B. Concrete Curb & Gutter
 - 1. Measured by the lineal foot, unless otherwise specified in the Contract Documents.

1.3. PAYMENT PROCEDURES

- A. Asphaltic Concrete Paving
 - 1. Pay for asphaltic concrete paving by the square yard, unless specified otherwise in the Contract Documents.
 - 2. Price includes:
 - a. Furnishing, placing, and protecting all materials incorporated into the work.
 - b. Saw cutting, preparation of the foundation including base aggregate, adjusting fixtures, testing, and required submittals.
- B. Concrete Pavement and Concrete Sidewalks & Driveways
 - 1. Pay for concrete pavement and concrete sidewalks & driveways by the square yard, unless specified otherwise in the Contract Documents.
 - 2. Price includes:
 - a. Furnishing, installing, curing, and protecting all materials incorporated into the work.
 - b. Saw cutting, jointing, sealing joints, reinforcement, preparation of the foundation including base aggregate, adjusting fixtures, testing, and required submittals.

c. Tie Bars

- 1) If a Bid Item exists, pay for tie bars according to the Specifications.
- 2) If no Bid Item exists, tie bars are considered part of the concrete pavement. No additional compensation will be provided.

C. Concrete Curb & Gutter

1. Pay for concrete curb & gutter by the lineal foot, unless specified otherwise in the Contract Documents.
2. Price includes:
 - a. Furnishing, installing, curing, and protecting all materials incorporated into the work.
 - b. Saw cutting, jointing, sealing joints, reinforcement, preparation of the foundation including base aggregate, adjusting fixtures, testing, and required submittals.
3. Tie Bars
 - a. If a Bid Item exists, pay for tie bars according to the Specifications.
 - b. If no Bid Item exists, tie bars are considered part of the concrete curb & gutter. No additional compensation will be provided.

D. Delays in Replacement

1. The OWNER will preform repairs or replacements if the CONTRACTOR is negligent in completing the repairs in a reasonable time. The OWNER may deduct the cost for such work from the monies due the CONTRACTOR.

E. Contractor's Convenience

1. Additional replacements performed by the CONTRACTOR for their convenience will not be measured and paid under the repair unit prices.

1.4. REGULATORY REQUIREMENTS

- A. Contact State, County, and Local Highway Departments before preparing the bid to determine their requirements.

PART 2 - PRODUCTS

2.1. MATERIALS

- A. Meet requirements of Section 31 20 00.00 Earth Work

- B. Meet requirements of Section 32 11 23.00 Aggregate Base Courses.
- C. Meet requirements of Section 32 12 16.00 Asphaltic Concrete Paving.
- D. Meet requirements of Section 32 13 13.00 Concrete Pavements.
- E. Meet requirements of Section 32 16 13.00 Concrete Curb & Gutter.
- F. Meet requirements of Section 32 16 23.00 Concrete Sidewalk and Driveways.

PART 3 - EXECUTION

3.1. PROTECTION

- A. Install and maintain barricades, guard rails, signs, and warning devices to provide traffic control during the construction period and during repairs to gravel and paved areas. Provide dust control during this same period, seeing that the areas are oiled, watered, or treated with calcium chloride.

3.2. SURFACE PREPARATION

- A. Remove the materials being placed to the depth required for the pavement specified. Sawcut the adjoining pavement edges using straight, full depth cuts to provide neatly trimmed edges clean of any shattered or split material. Remove any spalled concrete with a light hammer.

3.3. REPAIR/RESTORATION

- A. Utility Trenches
 - 1. Place and compact backfill material in accordance with the requirement of Section 33 05 05 – Buried Piping Installation and/or Section 31 20 00.00 – Earth Work.
- B. Gravel Surfaces
 - 1. Replace gravel roadway or walkway surface with a cross section conforming to the adjacent base course or a minimum of 12-inches of Base Aggregate in accordance with Section 32 11 23.00 – Aggregate Base Courses.
- C. Asphalt Pavement & Asphalt Driveways
 - 1. Replace asphalt pavement, driveway, and trail to the same thickness as adjoining pavement. Place a minimum thickness of 3-inches asphalt pavement over a 12-inch aggregate base.
 - 2. Place asphalt with a paving machine if the pavement replacement width exceeds 4 feet.

3. Perform work in accordance with the requirements of Section 32 12 16.00 - Asphaltic Concrete Paving.

D. Concrete Pavements

1. Provide an aggregate base a minimum of 6-inches thick.
2. Replace concrete pavement to the same thickness as the adjoining slab. Provide a minimum thickness of 6-inches.
3. Saw pavement using a diamond saw to make straight, full depth cuts without causing further cracking of the surrounding pavement. Remove the spalled concrete with a light hammer.
4. Install tie bars to connect the replaced concrete pavement with adjacent existing concrete pavement. Drill tie bars and install number 6x18-inch deformed bars spaced at 3 feet on longitudinal joints and 1 foot on transverse joints.
5. Perform work in accordance with the requirements of Section 32 13 13.00 - Concrete Pavements.

E. Concrete Surfaces

1. Concrete Curb & Gutter

- a. Replace curb and gutter with curb and gutter having a cross section conforming to the adjacent curbing. Perform work in accordance with the requirements of Section 32 16 13.00 - Concrete Curb & Gutter.
- b. Install tie bars to connect the replace curb & gutter with adjacent existing curb & gutter. Drill 2 number 4x18-inch epoxy coated tie bars at 1 foot spacing.
- c. In areas adjacent to exiting concrete pavement, install tie bars to connect the replaced concrete curb & gutter with adjacent existing concrete pavement. Drill number 4x24-inch epoxy coated tie bars at 3 foot spacing.

2. Sidewalks & Driveways

- a. Replace sidewalks and driveways with the same thickness and width to conform to adjacent walks and driveways. Perform work in accordance with the requirements of Section 32 16 23.00 - Concrete Sidewalk & Driveways.
- b. Where concrete driveway replacement is adjacent to existing concrete driveway, drill and install epoxy coated #4 tie bars (12-inches long) into existing concrete driveway. Imbed tie bars a minimum of 6-inches into existing driveway. Provide a maximum spacing of 3 feet between tie bars.

3.4. TEMPORARY RESURFACING & MAINTENANCE

- A. If site conditions (such as cold weather) preclude placing the permanent pavement replacement, the OWNER may instruct the CONTRACTOR to place temporary asphalt cold mix patches in open excavation or place asphalt around manhole castings to prevent damage by snow plows.
- B. The OWNER may deduct the cost for any maintenance or emergency repair work provided by the OWNER in areas that have not yet been paved from the monies due the CONTRACTOR.

3.5. REQUIREMENTS BY OTHERS

- A. Repair streets, highways, alleys, highway shoulders, ditches or other surfaces that occur on County or State Highways or property in accordance with the County or State Highway Departments. Acquire County or State Highway Department approval before the work will be accepted by the OWNER. When special backfill is required by the County or State Highway Departments, include the cost of hauling away the surplus material removed from the trench and the cost of furnishing, hauling, and placing special backfill in the unit price bid for the items in which such backfill is required.

END OF SECTION

SECTION 32 11 23.00

AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes

1. Material requirements, submittals, breaker run stone, testing and placement procedures.

B. Measurement Procedures

1. Measured by the ton, unless specified otherwise in the Contract Documents.
2. For weighed aggregate with a moisture content greater than 7% the ENGINEER shall reduce the ticket weight by the weight of water exceeding 7%.

C. Payment Procedures

1. Paid by the ton, unless specified otherwise in the Contract Documents.

1.2. REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO)

1. T 2 – Standard Method of Test for Sampling of Aggregates
2. T 11 – Standard Method of Test for Materials Finer Than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
3. T 27 – Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates
4. T 30 – Standard Method of Test for Mechanical Analysis of Extracted Aggregate
5. T 89 – Standard Method of Test for Determining the Liquid Limit of Soils
6. T 90 – Standard Method of Test for Determining the Plastic Limit and Plasticity Index of Soils
7. T 96 – Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
8. T 99 – Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
9. T 103 – Standard Method of Test for Soundness of Aggregates by Freezing and Thawing

10. T 104 – Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
11. T 113 – Standard Method of Test for Lightweight Particles in Aggregate
12. T 180 – Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
13. T 191 – Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
14. T 255 – Standard Method of Test for Total Evaporable Moisture Content of Aggregate by Drying

B. American Society for Testing and Materials (ASTM)

1. D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
2. D5821 – Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate

1.3. SUBMITTALS

A. Samples

1. When requested by the OWNER, submit a representative sample of the aggregate incorporated into the work to a certified testing laboratory to determine the moisture content.

B. Quality Assurance / Control Submittals

1. Submit the following a minimum of 10-days prior to commencement of construction for Base Aggregate Dense and Base Aggregate Open Graded:
 - a. Test results from an OWNER approved independent certified testing laboratory indicating that any aggregate material incorporated into the work complies with these Contract Specifications. Perform the following tests:
 - 1) Gradation
 - 2) Fracture
 - a) 58% for Dense
 - b) 90% for Open-Graded
 - 3) Liquid Limit
 - a) ≤25

- 4) Plasticity
 - a) ≤ 6
- b. When requested by the OWNER, submit a representative sample of the aggregate to a certified testing laboratory to determine the moisture content.

PART 2 - PRODUCTS

2.1. MATERIALS

A. Dense-Graded Base

1. General

- a. Provide base aggregates from an ENGINEER -approved source.
- b. Recycled material may be used for base course if specified in the Contract or approved by the ENGINEER.
- c. Lime sludge obtained from the waste product of the paper manufacturing process is not acceptable.

2. Gradation

- a. Except for reclaimed asphaltic pavement, conform to the following gradation requirements:

Sieve Size	Percent Passing By Weight		
	3-Inch	1½-Inch	¾-Inch
3-Inch	90 – 100	--	--
1½-Inch	60 – 85	--	--
1¼-Inch	--	95 – 100	--
1-Inch	--	--	100
¾-Inch	40 – 65	70 – 93	95 -100
No. 4	15 – 40	25 – 63	35 – 70
No. 10	10 – 30	16 – 48	15 – 55
No. 40	5 – 20	8 – 28	10 – 35
No. 200	2.0 – 12.0	2.0 – 12.0 ^{(1) (2)}	5.0 – 15.0 ⁽³⁾

⁽¹⁾ Limited to a maximum of 8.0% for the base placed between old and new pavement.

⁽²⁾ 8.0 – 15.0% if base is $\geq 50\%$ crushed gravel.

⁽³⁾ 4.0 – 10.0% if base is $\geq 50\%$ crushed gravel.

- b. Unless the Plans or Special Provisions specify otherwise, do the following:
 - 1) Use 1¼-inch in the top 4-inches of base. Use 3-inch base or 1¼-inch base in the lower base layers.
 - 2) Use ¾-inch in shoulders. Always use ¾-inch to match the thickness of the paved shoulder in the unpaved portion of the shoulder and on exposed shoulder foreslopes. CONTRACTOR may substitute 1¼-inch for ¾-inch elsewhere in shoulders and shoulder foreslopes. If using 1¼-inch, limit the allowable reclaimed asphalt content to 50% or less.
- c. Reclaimed asphalt with 100 percent passing a 1¼-inch sieve may be used as 1¼-inch base. ENGINEER will assess gradation primarily by visual observation but may test questionable material at CONTRACTOR's expense.

B. Open-Graded Base

1. General

- a. Provide base aggregates from an ENGINEER-approved source.
- b. Lime sludge obtained from the waste product of the paper manufacturing process is not acceptable.

2. Gradation

- a. Crushed stone or crushed gravel conforming to the following gradation requirements:

Sieve	Percent Passing (by weight)
1-Inch	90 – 100
3/8-Inch	45 – 65
No. 4	15 – 45
No. 10	0 – 20
No. 40	0 – 10
No. 200	0 – 0.5

C. Breaker Run

1. General

- a. Provide breaker run (stone or concrete) from an ENGINEER-approved source substantially free of unconsolidated overburden materials, topsoil, organic materials, steel, and other deleterious materials.

2. Gradation

- a. Predominately 6-inches or less in at least one dimension.
- b. Breaker run acceptability will be based on ENGINEER's visual observation.

D. Select Crushed Material

1. General

- a. Use for subgrade correction and improvement.
- b. Provide select crushed material from an ENGINEER-approved source substantially free of unconsolidated overburden materials, topsoil, organic materials, steel, and other deleterious materials.
- c. Acceptable materials include:
 - 1) Mined or quarried waste rock that is hard, durable, and when processed through a primary crusher, produce a material similar in size and texture to that produced from a quarry face.
 - 2) Crushed concrete substantially free of steel, building materials, or other deleterious material; and when processed through a primary crusher, produce a material similar in size and texture to that produced from a quarry face.
- d. Unacceptable materials include deteriorated concrete or other non-durable rock such as sandstone, shale, slate, disintegrated granite, or heavily weathered rock.

2. Gradation

- a. Conform to the following gradation:

Sieve	Percent Passing (by weight)
5-Inch	90 – 100
1½-Inch	20 – 50
No. 10	0 - 10

- b. Furnish material that has a minimum of 50%, by count, of the number of particles retained on the 1½-inch sieve with at least two fractured faces.
- c. Select crushed material acceptability will be based on ENGINEER's visual observation.

E. Pit Run

1. General

- a. Use for subgrade correction and improvement.
- b. Provide pit run material from an ENGINEER-approved source substantially free of topsoil, organic materials, and other deleterious materials.
- c. Acceptable materials include:
 - 1) A homogenous mixture of naturally occurring material that has at least 50% by weight retained on the 1½-inch sieve, with the remaining material composed of sand with a nominal quantity of silt/clay. The maximum size of an individual piece cannot be more than 2/3 of the specified individual layer thickness.
- d. Unacceptable materials include non-durable rock such as sandstone, shale, slate, disintegrated granite, or heavily weathered rock.
- e. Pit run material acceptability will be based on ENGINEER's visual observation.

PART 3 – EXECUTION

3.1. CONSTRUCTION

A. Preparation of Foundation for Aggregate Base

- 1. Prepare the foundation by scarifying, blading, leveling, and rolling as required to bring the foundation to the required grade, cross-section, and density. Uniformly compact the foundation to not less than the density for standard compaction of the existing foundation material. Remove any ruts or surface irregularities produced by hauling, other equipment, or other traffic. Correct soft or yielding areas, holes, or other defects that occur. Remove snow or ice, if any, from the foundation before placing the base.
- 2. Bring the foundation for open-graded base to the required grade and cross-section using a machine specifically for trimming foundations. Use a machine with automatic sensors to trim to the required grade and cross-section.

B. Constructing Base

- 1. Do not place base on foundations that are soft, spongy, or covered by ice or snow. Do not place base on frozen foundations.
- 2. Place aggregate in a way that minimizes hauling on the subgrade. Do not use vehicles or operations that damage the subgrade or in-place base. Deposit material in a way that minimizes segregation.

3. Ensure there is adequate moisture in the aggregate during placing, shaping, and compacting to prevent segregation and achieve adequate compaction.
 4. Compact base aggregate to 95% of Maximum Modified Proctor Density in accordance with ASTM D-1557.
 5. Perform the number of compaction tests specified in the Special Provisions, if applicable.
 6. Proof roll using a loaded tandem axle truck. Re-compact any areas showing appreciable displacement either laterally or longitudinally.
- C. Tolerances
1. Shape and compact the base surface to within 0.04 feet of plan elevation.
- D. Excavation Below Subgrade (EBS)
1. Excavate below subgrade to remove yielding areas as directed by ENGINEER.
 2. Payment for EBS will be:
 - a. Excavation at the contract unit price.
 - b. Aggregate base at the contract unit price for the type of base aggregate used.
- E. Dust Abatement
1. Minimize the dispersion of dust from all base course by applying water or other approved dust control measures as provided by the contract or required by the ENGINEER.
- F. Constructing Aggregate Shoulders
1. Construct aggregate shoulders to the elevations and typical sections in the plans, except for minor modifications to conform to other work.
 2. Use equipment that does not damage or mar the pavement surface, curb, or appurtenances.
 3. Place aggregate directly on the shoulder area between the pavement edge and the outer shoulder limits. Recover uncontaminated material deposited outside of the limits and place within the limits.
 4. Do not deposit aggregate on pavement during placement. Do not leave aggregate on the pavement overnight. After placing aggregate shoulder, keep the pavement free of loose aggregate.
 5. Spread and compact the aggregate in compacted layers of 6-inches or less.

6. After final compaction, shape the shoulders to remove longitudinal ridges to ensure proper drainage.

3.2. FIELD QUALITY CONTROL

A. Documentation

1. For each load of aggregate base provide a delivery ticket containing the following information:
 - a. Date.
 - b. Name of quarry.
 - c. Project name and location of delivery.
 - d. Material description.
 - e. Truck number.
 - f. Gross weight of vehicle, tare weight of vehicle, and subtraction to obtain net weight.
 - g. Signature of responsible party representing the CONTRACTOR.

END OF SECTION

SECTION 32 13 13.00
CONCRETE PAVEMENTS

PART 1 – GENERAL

1.1. SUMMARY

A. Section Includes

1. Material requirements, reinforcement, joints, placement procedures, and testing procedures.

B. Measurement Procedures

1. Concrete Pavement

- a. Measured by the square yard, unless otherwise specified in the Contract Documents.
- b. Fillets for widened sections will be measured as pavement.
- c. A measured deduction for fixtures in the pavement will be made if the following exist:
 - 1) The surface area of the fixture is greater than 9 square feet.

2. Reinforcement and dowel basket assemblies are included within concrete pavement. If a separate Bid Item exists for reinforcement or dowel baskets, these will be measured in accordance with the Contract Documents.

C. Payment Procedures

1. Concrete Pavement

- a. Pay for concrete pavement by the square yard, unless specified otherwise in the Contract Documents.
- b. Price includes:
 - 1) Furnishing, installing, curing and protecting all materials incorporated into the work.
 - 2) Saw cutting, jointing, sealing joints, reinforcement, preparation of the foundation, adjusting fixtures, testing, and required submittals.

2. Reinforcement

- a. If a Bid Item exists, pay reinforcement according to the Specifications.

- b. If no Bid Item exists, reinforcement is considered part of the concrete pavement. No additional compensation will be provided.

1.2. REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO)

1. C260 – Standard Specification for Air-Entraining Admixtures for Concrete
2. M31 – Standard Specification for Deformed and Plain Carbon and Low-Alloy Steel Bars for Concrete Reinforcement
3. M43 – Standard Specification for Sizes of Aggregate for Road and Bridge Construction
4. M153 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
5. M213 – Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
6. T11 – Standard Method of Test for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
7. T19 – Standard Method of Test for Bulk Density (“Unit Weight”) and Voids in Aggregates
8. T21 – Standard Method of Test for Organic Impurities in Fine Aggregates for Concrete
9. T22 – Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens
10. T23 – Standard Method of Test for Making and Curing Concrete Test Specimens in the Field
11. T24 – Standard Method of Test for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
12. T27 – Standard Method of Test of Sieve Analysis of Fine and Coarse Aggregate
13. T71 – Standard Method of Test for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
14. T84 – Standard Method of Test for Specific Gravity and Absorption of Fine Aggregate
15. T85 – Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate

16. T103 – Standard Method of Test for Soundness of Aggregates by Freezing and Thawing
17. T104 – Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
18. T113 – Standard Method of Test for Lightweight Particles in Aggregate
19. T152 – Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method

B. American Society for Testing and Materials (ASTM)

1. C150 – Standard Specification for Portland Cement
2. C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
3. C494 – Standard Specification for Chemical Admixtures for Concrete
4. C1260 – Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
5. C1567 – Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combination of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
6. D3542 – Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Bridges
7. D4791 – Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
8. D6690 – Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3. SUBMITTALS

A. Manufacturer's Certifications

1. Submit the following a minimum of 10 days prior to incorporation into the work for review by the ENGINEER:
 - a. Certified test analysis for all elements of the specifications both physical and chemical.
 - b. Certificate of compliance, signed by a responsible company officer, stating all material furnished meets Contract Specifications.

B. Materials

1. Submit the following certifications a minimum of 10 days prior to incorporating a material into the work for review by the ENGINEER:
 - a. Portland Cement
 - 1) A manufacturer's written certification stating the source, amount, and composition of essential constituents and the composition of the final cement.
 - b. Reinforcement
 - 1) A manufacturer's certified report of test or analysis showing the reinforcement conforms to the specification.
 - c. Expansion Joint Filler
 - 1) A manufacturer's written certification stating it conforms to AASHTO M153 or AASHTO M213.
 - d. Joint Sealer
 - 1) A manufacturer's written certification stating it is a gray sealant complying with ASTM D6690 for non-sagging grade NS, Class 25, traffic area use T, and either single-component Type S, or multi-component Type M.
 - e. Pre-Formed Elastomeric Compression Joint Sealers
 - 1) A manufacturer's written certification stating it conforms to ASTM D3542.
 - f. Concrete Curing Compounds
 - 1) A manufacturer's written certification stating Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforms to ASTM C309, Type 2, Class B.
 - g. Aggregates
 - 1) Sampling and test results according to the following:
 - a) Lightweight Pieces in Aggregate AASHTO T113
 - b) Material Finer than No. 200 Sieve AASHTO T11
 - c) Unit Weight of Aggregate AASHTO T19
 - d) Organic Impurities in Sands AASHTO T21

e)	Sieve Analysis of Aggregates	AASHTO T27
f)	Effect of Organic Impurities in Fine Aggregate	AASHTO T71
g)	Alkali Silica Reactivity of Aggregates	ASTM C1260
h)	Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates	ASTM C1567
i)	Freeze-Thaw Soundness of Coarse Aggregate (Procedure B, 16 Cycles, with Methyl Alcohol)	AASHTO T103
j)	Sodium Sulfate Soundness of Coarse Aggregated (R-4, 5 Cycles)	AASHTO T104
k)	Specific Gravity and Absorption of Fine Aggregate	AASHTO T84
l)	Specific Gravity and Absorption of Coarse Aggregate	AASHTO T85
m)	Flat & Elongated Pieces Based on a 3:1 Ratio	ASTM D4791

C. Mix Design

1. Submit a mix design a minimum of 10 days prior to incorporation into the work for review by the ENGINEER.
2. Submit the brand and source for each cement used on the project.
3. Include the following in the mix design:
 - a. Any necessary adjustments for the specific gravity of the aggregates used.
 - b. Any necessary adjustments to master limits of the job mix required by the Contract Specifications.

PART 2 – PRODUCTS

2.1. CONCRETE MATERIALS

A. General

1. Concrete must consist of Portland cement, fine aggregate, coarse aggregate, and water proportioned and mixed according to the following:

- a. Portland Cement
 - 1) Type I Portland cement; ASTM C150.
 - 2) Type II Portland cement: ASTM C150
 - 3) Type III Portland cement; ASTM C150 for high early strength.
- b. Air Entraining Admixtures
 - 1) Conforms to AASHTO C260 for 7- and 28-day compressive and flexural strengths and resistance to freezing and thawing.
- c. Retarding and Water Reducing Admixtures
 - 1) Retarding admixtures must conform to ASTM C494, Type B.
 - 2) Water reducing admixtures must conform to ASTM C494 Type A or D.
 - 3) Do not add Type A and D admixtures to the same batch of concrete.
- d. Water
 - 1) Acceptable Water
 - a) Drinking water from municipal water supplies.
 - b) From other sources meeting the following requirements:
 - (1) Acidity, maximum of 0.1N NaOH to neutralize 200mL of water: 2mL
 - (2) Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water: 15 mL
 - (3) Maximum sulphate (SO₄): 0.05%
 - (4) Maximum chloride: 0.10%
 - (5) Maximum total solids:
 - (a) Organic: 0.04%
 - (b) Inorganic: 0.15%
 - c) If utilizing water from non-municipal water supply, test at least 2 quarts of water for conformance with the listed requirements.
- e. Aggregates
 - 1) Fine Aggregates
 - a) Consisting of a combination of sand with fine gravel, crushed gravel, or crushed stoned consisting of hard, strong, durable particles.

- b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	3.5
Coal	1.0
Clay Lumps	1.0
Shale	1.0
Other Deleterious Substances Like Alkali, Mica, Coated Grains, Soft and Flaky Particles	1.0

- c) Do not exceed a total of 3.0% by weight of coal, clay lumps, shale, and other deleterious substances.

- d) Acceptable gradation:

Sieve	Percent Passing by Weight
3/8-Inch	100
No. 4	90–100
No. 16	45–85
No. 50	5–30
No. 100	0–10

2) Coarse Aggregates

- a) Consisting of clean, hard, durable gravel, crushed gravel, crushed stone, or crushed concrete free of an excess of flat and elongated pieces.

- b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	1.5
Coal	1.0
Clay Lumps	0.3
Soft Fragments	5.0
Shale	1.0
Flat & Elongated Pieces Based on a 3:1 Ratio	15
Lightweight Pieces (material having a saturated surface-dry bulk specific gravity of less than 2.45) (AASHTO T113)	5.0

- c) Do not exceed a total of 5.0% by weight of coal, clay lumps, shale, and soft fragments.
- d) Acceptable physical properties:
 - (1) Percent wear 50 or less.
 - (2) Soundness loss 12% or less.
 - (3) Freeze-thaw average loss 18% or less.
- e) Acceptable gradations:

Sieve	Percent Passing by Weight AASHTO M43	
	Size No. 1	Size No. 2
	AASHTO No. 67	AASHTO No. 4
2-Inch	-	100
1½-Inch	-	90-100
1-Inch	100	20-55
¾-Inch	90-100	0-15
3/8-Inch	20-55	0-5
No. 4	0-10	-
No. 8	0-5	-

- f) Composition of Concrete

- (1) Conform to master limits in following chart:

Concrete Grade (2)(3)	Quantities for a Nominal Cubic Yard ⁽¹⁾						
	Cement (lb)	Class C Fly Ash (lb)	Slag (lb)	Weight Total Agg (lb)	Percent Fine Agg ⁽⁴⁾ (% total agg)	Design Water (gals)	Maximum Water (gals)
A	565	-	-	3120	30-40	27	32
A-FA ⁽⁵⁾	395	170	-	3080	30-40	27	32
A-S ⁽⁵⁾	395	-	170	3100	30-40	27	32
A-T ⁽⁵⁾	395	Total fly ash and slag of 170 ⁽⁶⁾		3090	30-40	27	32
C	660	-	-	2980	30-40	30	36
E	823	-	-	2810	50	32	35

- (1) A nominal cubic yard has the tabulated weights of cement and aggregate, design mix water, and 6.0% air.
- (2) For all grades, use a water-reducing admixture conforming to 501.2.3.3 and 501.3.2.4.4.
- (3) For all grades, provide air entrainment as specified in 501.3.2.4.2.
- (4) If using crushed stone or crushed concrete coarse aggregate, the ENGINEER may allow up to 45% fine aggregate.
- (5) If using less than the tabulated maximum quantities of fly ash or slag, calculate the cement content by reducing the base cement content for the Grade A mix by the weight of fly ash or slag added.
- (6) For ternary mixes containing cement, fly ash, and slag, if using less than the tabulated maximum combined quantity of fly ash and slag calculate the cement content by reducing the base cement content for the Grade A mix by the combined weight of fly ash and slag added.

- (2) Use concrete Grade A unless specified otherwise in the Specifications.

g) High Early Strength Concrete

- (1) If high early strength concrete is required by the specifications or chosen by the CONTRACTOR, it may be supplied with the following:
 - (a) High early strength cement (Type III).
 - (b) An additional amount of the same cement used in the original mix conforming to the Grade C or Grade E master limits.
- (2) There will be no additional compensation if CONTRACTOR chooses high early strength concrete.

2.2. REINFORCEMENT

- A. Provide epoxy coated reinforcement including dowel bars, tie bars, metal chairs, tie wire, and other appurtenances conforming to AASHTO M31.

2.3. EXPANSION JOINT FILLER

- A. Conforms to AASHTO M153 or AASHTO M213.

2.4. JOINT SEALER

- A. Conforms to ASTM D6690 Type II.

2.5. PRE-FORMED ELASTOMERIC COMPRESSION JOINT SEALERS

- A. A manufacturer's written certification stating it conforms to ASTM D3542.

2.6. CONCRETE CURING MATERIALS

- A. Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforming to ASTM C309, Type 2, Class B; polyethylene sheeting and burlap.

2.7. EQUIPMENT

- A. Acceptable concrete mixing sources:
 - 1. Automatic or Semi-Automatic Batch Plants
 - 2. Ready-Mixed Concrete plants

PART 3 – EXECUTION

3.1. PREPARATION

A. Preparation of Foundation

1. Includes, but is not limited to the following:
 - a. Repair unstable areas in the base course.
 - b. Place new base course in order to achieve pavement ready condition.
2. Preparation of Aggregate Base Course
 - a. Scarify, shape, trim, and compact the surface of base aggregate where necessary to provide the required cross-sectional contour, a profile free from abrupt changes in elevations and a surface free from pits, hollows, depressions or projections above the normal surface.
 - b. Shape and trim the foundation to the plan required line, grade, and cross section using long-wheel-base motor graders or sub-grade finishers designed for the purpose. Prepare foundation areas by hand or other methods approved by the ENGINEER if machine methods are impractical.
 - c. Prepare the foundation 1 foot wider on each side of the planned new pavement width (2 feet wider for integral pavement), or as shown on the plans.
 - d. Proof roll existing base aggregate using a loaded tandem axle truck. Remove and reconstruct areas showing appreciable displacement either laterally or longitudinally.
 - e. Moisten the foundation with water no less than 6 hours prior to placing the concrete. Provide moist but not saturated foundation at the time of placing concrete.
 - f. Prepare no less than 300 feet of foundation in advance of concrete placement operations unless approved by the ENGINEER.

B. Saw Cutting

1. Sawcut all pavements to be removed, as shown on the plans, or specified by the ENGINEER.
2. Perform saw cutting according to the following:
 - a. Place full depth saw cuts as indicated on the plans.
 - b. Perform saw cutting so that the surface to remain is vertical for its full depth.

C. Adjust Catch Basins, Inlets, Manholes, and Valve Boxes

1. Adjust catch basins, inlets, manholes, valve boxes, and other fixtures to the plan grade and alignment.
2. Catch basin, inlet, and manhole adjustment includes the repair of the uppermost 12-inches of the existing masonry structure.

3.2. CONSTRUCTION

A. Placing Concrete

1. Use self-propelled slip-form paving equipment wherever possible.
2. Slip-Form Paving
 - a. Advance the paving train at a uniform pace stopping and starting the paver as little as possible. If it is necessary to stop the forward movement of the paver, stop vibrating and tamping immediately, and restart when forward motion resumes.
 - b. Ensure that concrete is uniformly consolidated, free from honey combed areas, and has a consistent void-free closed surface.
 - c. Use machine methods to strike-off and consolidate the concrete as much as possible. Keep hand finishing efforts to a minimum to avoid over finishing. Hand-float the surface only as needed to produce a uniform surface and sharp corners. Do not use excess mortar to build up slab edges or round the slab corners.
 - d. Maintain an edge slump, exclusive of edge rounding, no greater than 3/8 inch at free edges or 1/8 inch where abutting other concrete. Correct excessive edge slump before concrete hardens and adjust operations to reduce edge slump to an acceptable level. Tool pavement edges to a 1/4-inch radius.
3. Formed Placement
 - a. Deposit concrete as near as possible to its final location. Consolidate uniformly throughout the depth and systematically across the area to produce a dense, homogenous pavement.
 - b. Strike off with vibrating screeds. Maintain a uniform quantity of concrete in front of the screed sufficient to fill voids or low areas. Do not make more than two (2) passes of the screed on a given area of concrete. Do not vibrate the concrete with the screed in a stationary position.
 - c. Augment vibrating screeds with internal vibration in front of the screed for placements over 5-inches deep. Insert single spud hand vibrators vertically in a grid pattern just long enough to bring mortar to the surface. Ensure that areas visibly affected by successive vibrator insertions overlap

by 2 to 3-inches. Do not drag spud vibrators through the concrete or move concrete laterally by vibration.

- d. Use single spud hand vibrators to consolidate the concrete adjacent to transverse construction joints and along the full length of dowel basket assemblies. Vibrate to a depth that consolidates the concrete above and below the dowel bars. Vibrate along the forms as required to achieve a void-free formed edge. Do not allow vibrators to contact reinforcement, forms, or the grade during vibration.
- e. Float the surface as needed to produce a uniform surface. Before the concrete's initial set, tool the pavement edges and along each side of transverse isolation joints, formed joints, transverse construction joints, and fixed forms to produce a true-to-line 1/4-inch radius with a smooth, dense mortar finish.
- f. Remove forms after the pavement has cured sufficiently to avoid damaging the concrete. Remove individual forms sooner in order to saw transverse joints at the contractor's discretion.

B. Reinforcement

- 1. Keep reinforcement clean, free of rust and scale, and supported to prevent distortion.
- 2. Protect epoxy coated steel from cumulative exposure to sunlight for more the two (2) months by covering with an opaque material. Clear plastic shrink wrap for dowel bars and dowel baskets is sufficient protection for up to four (4) months exposure.

C. Jointing

1. General

- a. Construct joints perpendicular to the pavement surface. Join new work to existing concrete pavement using tie bars or dowel bars epoxied into the existing pavement.
- b. Saw joints in a single cut. Begin sawing as soon as the concrete hardens sufficiently to prevent excessive raveling along the saw cut and finish before conditions induce uncontrolled cracking.
- c. CONTRACTOR may temporarily hand tool joints to reduce the potential for early cracking. Ensure hand-tooled joints have a 1/4-inch radius and are smooth and straight. Saw hand-tooled joints as soon as practicable.

2. Longitudinal Joints

- a. Construct parallel to the centerline along lane edges. On two-lane pavements, construct along the pavement centerline. On multi-lane pavements, construct along traffic and taper lane edges.

3. Transverse Joints

- a. Extend transverse joints across the entire pavement width and through curb or median placed integrally with pavement. When the pavement abuts existing pavement, curb and gutter, or median, construct transverse joints matching existing joints or cracks.
- b. Form a construction joint at the end of each day's run or when an interruption long enough for the concrete to develop its initial set occurs by doing one of the following:
 - 1) Set a header board to support dowel bars. Use production quality concrete, hand vibrated behind the header board, and protect protruding bars from anything that might damage the bars or weaken the bond.
 - 2) Saw back the concrete full depth to expose solid concrete then drill and epoxy in dowel bars.

D. Surface Finishing

1. Finish the pavement surface after excess moisture disappears and while it is still possible to produce a uniform striated surface texture.
2. Provide an artificial turf drag surface finish. Use a seamless strip of artificial turf approximately full pavement width and of sufficient length to provide approximately 2 feet of turf in contact with the pavement surface. Pull the drag with a device that allows control of the time and rate of texturing. Operate the drag in a longitudinal direction parallel with the centerline to produce a straight finish. Weight the drag as necessary to maintain contact with the pavement. Keep the drag clean and free of particles of hardened concrete.
3. Where it is impracticable to apply a turf finish, apply a broom finish.
4. Restore pavement texture damaged by rain by re-dragging the concrete while still plastic.

E. Curing of Concrete

1. After finishing operations and as soon as the free water disappears, spray the concrete surface with a uniform coating of curing compound. Seal moisture in the concrete by applying a continuous water-impermeable film on exposed concrete surfaces.
2. Apply curing compound with a self-propelled mechanical power sprayer whenever practicable. Hand-operated spraying equipment is acceptable for the following:
 - a. Irregular, narrow, or variable width sections.
 - b. Re-coating applications or after form removal.

c. Special applications approved by the OWNER.

3. Apply curing compound uniformly at a minimum rate of one gallon per 200 square feet.
4. If the curing compound coating is damaged within 72 hours after application, immediately recoat the affected area. If removing forms within 72 hours after placing concrete, coat newly exposed surfaces within 30 minutes after form removal.

F. Cold Weather Concreting

1. Suspend concreting operations if the descending air temperature in the shade and away from artificial heat falls below 35°F. Do not resume concreting operations until the ascending air temperature in the shade and away from artificial heat reaches 30°F. Maintain the concrete temperature at the point of placement at or above 50°F.
2. If necessary to maintain placement temperature, heat the water, aggregates, or both.
3. Do not heat the cement, add salt or chemical admixtures to the concrete mix to prevent freezing.
4. If the national weather service forecast for the construction area predicts temperatures of less than 28°F within the next 24 hours, or when freezing temperatures actually occur, provide the following thermal protection to concrete that has not met the opening criteria:

Predicted or Actual Air Temp.	Min. Level of Protection
22 to <28°F	Single layer of polyethylene.
17 to <22°F	Double layer of polyethylene.
<17°F	6" of loose, dry straw or hay between 2 layers of polyethylene.

G. Sealing Joints

1. Seal all construction, longitudinal and transverse concrete pavement and concrete curb and gutter joints, including the joint between the pavement and the curb and gutter, and the transverse joints on curb and gutter to the face of the curb. Tool the sealant flush with or recessed up to a maximum of 1/16-inch ± 1/64-inch below the concrete surface. Overbonding is not allowed. Remove material remaining on the surface of the pavement without damaging the sealant in the joint.

3.3. FIELD QUALITY CONTROL

A. Air Entrainment

1. Test in accordance with AASHTO T152.
2. Perform daily air tests according to the following:
 - a. Perform a minimum of two tests per day, per mix design.
 - b. Submit daily air test results signed by the CONTRACTOR or his representative to the OWNER or his representative.
3. Acceptable air content:
 - a. Slip-formed concrete: 7.0 percent, +/- 1.5 percent
 - b. Other concrete: 6.0 percent, +/- 1.5 percent

B. Concrete Consistency / Slump

1. Perform consistency/slump tests according to the following:
 - a. A minimum of two tests per day, per mix design.
 - b. Sign the slump test results.
 - c. Submit daily slump test results to OWNER or representative.
2. Acceptable Slump:
 - a. 2.5-inches or less for slip-formed pavement.
 - b. 4-inches or less for non-slip-formed pavement.

C. Compressive Strength Testing

1. Test Procedure
 - a. Make and test concrete cylinders according to AASHTO T22 and T23.
 - b. Perform testing of concrete cylinders by an OWNER approved, independent, certified testing laboratory.
2. Testing Frequency
 - a. At a minimum, perform testing according to the following:
 - 1) Once per day.
 - 2) One test for each 150 cubic yards.

- b. Make a minimum of three cylinders for each test.
- c. For each test, record the station and location where the cylinders were made.

3. Compressive Strength Requirements

- a. Test cylinders at 7 days and 28 days.
- b. Prior to opening any new pavement to traffic, two cylinder tests must show a minimum of 3000 psi.
- c. Obtain the OWNER'S approval prior to opening any new pavement to traffic.

D. Concrete Test Results

- 1. Submit all test results, from an OWNER approved certified testing laboratory, within 48 hours of test completion.
- 2. The test results should include at a minimum the following:
 - a. Compressive Strength of Concrete Cylinders or Compressive Strength of Concrete Cores
 - b. Slump
 - c. Air Entrainment
- 3. Send a copy of the test results to the concrete supplier, OWNER and ENGINEER.

END OF SECTION

SECTION 32 16 13.00

CONCRETE CURB & GUTTER

PART 1 – GENERAL

1.1. SUMMARY

A. Section Includes

1. Material requirements, reinforcement, joints, placement procedures, and testing procedures.

B. Measurement Procedures

1. Concrete Curb & Gutter

- a. Measure curb or curb and gutter by the linear foot unless specified otherwise in the Contract Documents. Measure through drainage structures.
- b. Measure curb or curb and gutter along either of the following:
 - 1) Flow line of gutter.
 - 2) Face of curb.

C. Payment Procedures

1. Concrete Curb & Gutter

- a. Price includes:
 - 1) Furnishing, installing, curing and protecting all materials incorporated into the work.
 - 2) Saw cutting, jointing, sealing joints, reinforcement, preparation of the foundation, adjusting fixtures, testing, and required submittals.

2. Reinforcement

- a. If a Bid Item exists, pay reinforcement according to the Specifications.
- b. If no Bid Item exists, reinforcement is considered part of the concrete pavement. No additional compensation will be provided.

1.2. REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
1. C260 – Standard Specification for Air-Entraining Admixtures for Concrete
 2. M31 – Standard Specification for Deformed and Plain Carbon and Low-Alloy Steel Bars for Concrete Reinforcement
 3. M43 – Standard Specification for Sizes of Aggregate for Road and Bridge Construction
 4. M153 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
 5. M213 – Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
 6. T11 – Standard Method of Test for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
 7. T19 – Standard Method of Test for Bulk Density (“Unit Weight”) and Voids in Aggregates
 8. T21 – Standard Method of Test for Organic Impurities in Fine Aggregates for Concrete
 9. T22 – Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens
 10. T23 – Standard Method of Test for Making and Curing Concrete Test Specimens in the Field
 11. T27 – Standard Method of Test of Sieve Analysis of Fine and Coarse Aggregate
 12. T71 – Standard Method of Test for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
 13. T84 – Standard Method of Test for Specific Gravity and Absorption of Fine Aggregate
 14. T85 – Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate
 15. T103 – Standard Method of Test for Soundness of Aggregates by Freezing and Thawing
 16. T104 – Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate

17. T113 – Standard Method of Test for Lightweight Particles in Aggregate
18. T152 – Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method

B. American Society for Testing and Materials (ASTM)

1. C150 – Standard Specification for Portland Cement
2. C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
3. C494 – Standard Specification for Chemical Admixtures for Concrete
4. C1260 – Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
5. C1567 – Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combination of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
6. D4791 – Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
7. D6690 – Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.3. SUBMITTALS

A. Manufacturer's Certifications

1. Submit the following a minimum of 10 days prior to incorporation into the work for review by the ENGINEER.
 - a. Certified test analysis for all elements of the Specifications both physical and chemical.
 - b. Certificate of compliance, by responsible company officer, stating all material furnished meets Contract Specifications.

B. Materials

1. Submit the following certifications a minimum of 10 days prior to incorporating a material into the work for review by the ENGINEER:
 - a. Portland Cement
 - 1) A manufacturer's written certification stating the source, amount, and composition of essential constituents and the composition of the final cement.

- b. Reinforcement
 - 1) A manufacturer's certified report of test or analysis showing the reinforcement conforms to the Specification.
- c. Expansion Joint Filler
 - 1) A manufacturer's written certification stating it conforms to AASHTO M153 or AASHTO M213.
- d. Joint Sealer
 - 1) A manufacturer's written certification stating it is a gray sealant complying with ASTM D6690 for non-sagging grade NS, Class 25, traffic area use T, and either single-component Type S, or multi-component Type M.
- e. Concrete Curing Compounds
 - 1) A manufacturer's written certification stating Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforms to ASTM C309, Type 2, Class B.
- f. Aggregates
 - 1) Sampling and test results according to the following:
 - a) Lightweight Pieces in Aggregate AASHTO T113
 - b) Material Finer than No. 200 Sieve AASHTO T11
 - c) Unit Weight of Aggregate AASHTO T19
 - d) Organic Impurities in Sands AASHTO T21
 - e) Sieve Analysis of Aggregates AASHTO T27
 - f) Effect of Organic Impurities in Fine Aggregate AASHTO T71
 - g) Alkali Silica Reactivity of Aggregates ASTM C1260
 - h) Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates ASTM C1567
 - i) Freeze-Thaw Soundness of Coarse Aggregate (Procedure B, 16 Cycles, with Methyl Alcohol) AASHTO T103
 - j) Sodium Sulfate Soundness of Coarse Aggregated (R-4, 5 Cycles) AASHTO T104

- | | | |
|----|---|------------|
| k) | Specific Gravity and Absorption of Fine Aggregate | AASHTO T84 |
| l) | Specific Gravity and Absorption of Coarse Aggregate | AASHTO T85 |
| m) | Flat & Elongated Pieces Based on a 3:1 Ratio | ASTM D4791 |

C. Mix Design

1. Submit a mix design a minimum of 10 days prior to incorporation into the work for review by the ENGINEER.
2. Submit the brand and source for each cement used on the project.
3. Include the following in the mix design:
 - a. Any necessary adjustments for the specific gravity of the aggregates used.
 - b. Any necessary adjustments to master limits of the job mix required by the Contract Specifications.

PART 2 – PRODUCTS

2.1. MATERIALS

A. Concrete

1. Concrete must consist of Portland cement, fine aggregate, coarse aggregate, and water proportioned and mixed according to the following:
 - a. Portland Cement
 - 1) Type I Portland cement; ASTM C150.
 - 2) Type II Portland cement: ASTM C150
 - 3) Type III Portland cement: ASTM C150 for high early strength.
 - b. Air Entraining Admixtures
 - 1) Conforms to AASHTO C260 for 7- and 28-day compressive and flexural strengths and resistance to freezing and thawing.
 - c. Retarding and Water Reducing Admixtures
 - 1) Retarding admixtures must conform to ASTM C494, Type B.

- 2) Water reducing admixtures must conform to ASTM C494 Type A or D.
- 3) Do not add Type A and D admixtures to the same batch of concrete.

d. Water

- 1) Acceptable water
 - a) Drinking water from municipal water supplies.
 - b) From other sources meeting the following requirements:
 - (1) Acidity, maximum of 0.1N NaOH to neutralize 200mL of water: 2mL
 - (2) Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water: 15 mL
 - (3) Maximum sulphate (SO₄): 0.05%
 - (4) Maximum chloride: 0.10%
 - (5) Maximum total solids:
 - (a) Organic: 0.04%
 - (b) Inorganic: 0.15%
 - c) If utilizing water from non-municipal water supply, test at least 2 quarts of water for conformance with the listed requirements.

e. Aggregates

- 1) Fine Aggregates
 - a) Consisting of a combination of sand with fine gravel, crushed gravel, or crushed stoned consisting of hard, strong, durable particles.
 - b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	3.5
Coal	1.0
Clay Lumps	1.0
Shale	1.0

Substance	Percent by Weight
Other Deleterious Substances Like Alkali, Mica, Coated Grains, Soft and Flaky Particles	1.0

c) Do not exceed a total of 3.0% by weight of coal, clay lumps, shale, and other deleterious substances.

d) Acceptable gradation:

Sieve	Percent Passing by Weight
3/8-Inch	100
No. 4	90–100
No. 16	45–85
No. 50	5–30
No. 100	0–10

2) Coarse Aggregates

a) Consisting of clean, hard, durable gravel, crushed gravel, crushed stone, or crushed concrete free of an excess of flat and elongated pieces.

b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	1.5
Coal	1.0
Clay Lumps	0.3
Soft Fragments	5.0
Shale	1.0
Flat & Elongated Pieces Based on a 3:1 Ratio	15
Lightweight Pieces (material having a saturated surface-dry bulk specific gravity of less than 2.45) (AASHTO T113)	5.0

c) Do not exceed a total of 5.0% by weight of coal, clay lumps, shale, and soft fragments.

d) Acceptable physical properties:

(1) Wear less than 50 or less.

(2) Soundness loss 12% or less.

(3) Freeze-thaw average loss 18% or less.

e) Acceptable gradations:

Sieve	Percent Passing by Weight AASHTO M43	
	Size No. 1	Size No. 2
	AASHTO No. 67	AASHTO No. 4
2-Inch	-	100
1½-Inch	-	90-100
1-Inch	100	20-55
¾-Inch	90-100	0-15
3/8-Inch	20-55	0-5
No. 4	0-10	-
No. 8	0-5	-

f. Composition of Concrete

1) Conform to master limits in following chart:

Concrete Grade (2)(3)	Quantities for a Nominal Cubic Yard ⁽¹⁾						
	Cement (lb)	Class C Fly Ash (lb)	Slag (lb)	Weight Total Agg (lb)	Percent Fine Agg ⁽⁴⁾ (% total agg)	Design Water (gals)	Maximum Water (gals)
A	565	-	-	3120	30-40	27	32
A-FA ⁽⁵⁾	395	170	-	3080	30-40	27	32
A-S ⁽⁵⁾	395	-	170	3100	30-40	27	32
A-T ⁽⁵⁾	395	Total fly ash and slag of 170 ⁽⁶⁾		3090	30-40	27	32
C	660	-	-	2980	30-40	30	36
E	823	-	-	2810	50	32	35

(1) A nominal cubic yard has the tabulated weights of cement and aggregate, design mix water, and 6.0% air.

(2) For all grades, use a water-reducing admixture conforming to 501.2.3.3 and 501.3.2.4.4.

(3) For all grades, provide air entrainment as specified in 501.3.2.4.2.

(4) If using crushed stone or crushed concrete coarse aggregate, the ENGINEER may allow up to 45% fine aggregate.

(5) If using less than the tabulated maximum quantities of fly ash or slag, calculate the cement content by reducing the base cement content for the Grade A mix by the weight of fly ash or slag added.

(6) For ternary mixes containing cement, fly ash, and slag, if using less than the tabulated maximum combined quantity of fly ash and slag calculate the cement content by reducing the base cement content for the Grade A mix by the combined weight of fly ash and slag added.

2) Use concrete grade A unless specified otherwise in the Specifications.

g. High Early Strength Concrete

- 1) If high early strength concrete is required by the specifications or chosen by the CONTRACTOR it may be supplied with the following:
 - a) High early strength cement (Type III).
 - b) An additional amount of the same cement used in the original mix conforming to the Grade C or Grade E master limits.
- 2) There will be no additional compensation if CONTRACTOR chooses high early strength concrete.

B. Reinforcement

1. Provide epoxy coated reinforcement including reinforcing steel and tie bars conforming to AASHTO M31.

C. Expansion Joint Filler

1. Conforms to AASHTO M153 or AASHTO M213.

D. Joint Sealer

1. Conforms to ASTM D6690 Type II.

E. Concrete Curing Materials

1. Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforming to ASTM C309, Type 2, Class B; polyethylene sheeting and burlap.

2.2. EQUIPMENT

A. Acceptable concrete mixing sources:

1. Automatic or Semi-Automatic Batch Plants
2. Ready-Mixed Concrete Plants

PART 3 – EXECUTION

3.1. PREPARATION

A. Preparation of Foundation

1. Includes, but is not limited to the following:
 - a. Repair unstable areas in the base course.

- b. Place new base course in order to achieve curb and gutter ready condition.

2. Preparation of Aggregate Base Course

- a. Scarify, shape, trim, and compact the surface of base aggregate where necessary to provide the required cross-sectional contour, a profile free from abrupt changes in elevations and a surface free from pits, hollows, depressions or projections above the normal surface.
- b. Shape and trim the foundation to the plan required line, grade and cross section using long-wheel-base motor graders or sub-grade finishers designed for the purpose. Prepare foundation areas by hand or other methods approved by the ENGINEER if machine methods are impractical.
- c. Prepare the foundation 1 foot wider on each side of the planned new curb and gutter width, or as shown on the plans.
- d. Proof roll existing base aggregate using a loaded tandem axle truck. Remove and reconstruct areas showing appreciable displacement either laterally or longitudinally.
- e. Moisten the foundation with water no less than 6 hours prior to placing the concrete. Provide moist but not saturated foundation at the time of placing concrete.
- f. Prepare no less than 300 feet of foundation in advance of concrete placement operations unless approved by the ENGINEER.

B. Saw Cutting

- 1. Sawcut all curb and gutter to be removed, as shown on the Plans, or specified by the ENGINEER.
- 2. Perform saw cutting according to the following:
 - a. Place full depth saw cuts as indicated on the Plans.
 - b. Perform saw cutting so that the surface to remain is vertical for its full depth.

C. Adjust Catch Basins, Inlets, Manholes, and Valve Bowes

- 1. Adjust catch basins, inlets, manholes, valve boxes, and other fixtures to the plan grade and alignment.
- 2. Catch basin, inlet, and manhole adjustment includes the repair of the uppermost 12-inches of the existing masonry structure.

3.2. CONSTRUCTION

A. Placing Concrete Curb and Gutter

1. Use self-propelled slip-form paving equipment wherever possible.
2. Deposit, consolidate, and slip form the concrete to the required section. If not using a slip form process, deposit concrete in the forms, spade against the forms, and consolidate thoroughly. Use mechanical vibration for concrete with slump less than 2-inches. After consolidation strike off, and finish to the required section.
3. Unless constructed integrally with concrete pavement, securely anchor concrete curb, gutter, or curb & gutter, to adjoining concrete pavement by placing specified tie bars if and as the plans show.
4. Tie new work to existing concrete pavement using tie bars driven or epoxied into the existing concrete. Use only cast-in-place tie bars in construction joints between pavement and curb, gutter, or curb & gutter placed under the contract.
5. Form contraction joints by sawing or forming an induced plane of weakness at least 2-inches deep in the curb, gutter, or curb & gutter directly opposite construction or contraction joints in adjoining concrete pavement and at the required spacing when adjoining asphaltic pavement. Space all joints between 6 feet and approximately 20 feet apart.
6. Saw as soon as possible after the concrete sets sufficiently to prevent raveling during sawing, and before shrinkage cracking takes place. If this method results in random cracking, then form an induced plane of weakness.
7. Construct depressions in or revisions of the curb, in curb, or curb & gutter to accommodate curb ramps and driveways at locations and as shown on the plans.

B. Finishing

1. Float and brush the face surfaces of the curb or curb and gutter. Round the back edge of curbs, the edge of the gutter next to the pavement, and edges next to expansion joints or induced contraction joints, with a 1/4-inch radius edger.

C. Expansion Joints

1. Place expansion joints at the following locations:
 - a. Where tangent and radial curb & gutter meet.
 - b. On each side of every inlet 3 feet from the inlet but no closer than 6 feet from another joint.
 - c. Between 6 feet and 300 feet apart on tangent sections.
 - d. Matching expansion joints in adjacent concrete pavement.

2. Set joints at right angles to the face of curb and at right angles to the flow line and surface of gutters.
3. Use ¾-inch wide joint filler.

D. Curing of Concrete

1. After finishing operations and as soon as the free water disappears, spray the concrete surface with a uniform coating of curing compound. Seal moisture in the concrete by applying a continuous water-impermeable film on exposed concrete surfaces.
2. Apply curing compound with a self-propelled mechanical power sprayer whenever practicable. Hand-operated spraying equipment is acceptable for the following:
 - a. Irregular, narrow, or variable width sections.
 - b. Re-coating applications or after form removal.
 - c. Special applications approved by the OWNER.
3. Apply curing compound uniformly at a minimum rate of one gallon per 200 square feet.
4. If the curing compound coating is damaged within 72 hours after application, immediately recoat the affected area. If removing forms within 72 hours after placing concrete, coat newly exposed surfaces within 30 minutes after form removal.

E. Cold Weather Concreting

1. Suspend concreting operations if the descending air temperature in the shade and away from artificial heat falls below 35°F. Do not resume concreting operations until the ascending air temperature in the shade and away from artificial heat reaches 30°F. Maintain the concrete temperature at the point of placement at or above 50°F.
2. If necessary to maintain placement temperature, heat the water, aggregates, or both.
3. Do not heat the cement, add salt or chemical admixtures to the concrete mix to prevent freezing.
4. If the national weather service forecast for the construction area predicts temperatures of less than 28°F within the next 24 hours, or when freezing temperatures actually occur, provide the following thermal protection to concrete that has not met the opening criteria:

Predicted or Actual Air Temp.	Min. Level of Protection
22 to <28°F	Single layer of polyethylene.
17 to <22°F	Double layer of polyethylene.
<17°F	6" of loose, dry straw or hay between 2 layers of polyethylene.

F. Sealing Joints

1. If adjacent or integral to sealed concrete pavement, seal all concrete curb and gutter joints, including the joint between the concrete pavement and the curb and gutter, and the transverse joints on curb and gutter to the face of the curb. Tool the sealant flush with or recessed up to a maximum of 1/16-inch ± 1/64-inch below the concrete surface. Overbonding will not be allowed. Remove material remaining on the surface of the pavement without damaging the sealant in the joint.

3.3. FIELD QUALITY CONTROL

A. Air Entrainment

1. Test in accordance with AASHTO T152.
2. Perform daily air tests according to the following:
 - a. Perform a minimum of two tests per day, per mix design.
 - b. Submit daily air test results signed by the CONTRACTOR or his representative to the OWNER or his representative.
3. Acceptable air content:
 - a. Slip-formed concrete: 7.0 percent, +/- 1.5 percent
 - b. Other concrete: 6.0 percent, +/- 1.5 percent

B. Concrete Consistency / Slump

1. Perform consistency/slump tests according to the following:
 - a. A minimum of two tests per day, per mix design.
 - b. Sign the slump test results.
 - c. Submit daily slump test results to OWNER or representative.
2. Acceptable Slump
 - a. 2.5-inches or less for slip-formed pavement.

- b. 4-inches or less for non-slip-formed pavement.

C. Compressive Strength Testing

1. Test Procedure

- a. Make and test concrete cylinders according to AASHTO T22 and T23.
- b. Perform testing of concrete cylinders by an OWNER approved, independent, certified testing laboratory.

2. Testing Frequency

- a. At a minimum, perform testing according to the following:
 - 1) Once per day.
 - 2) One test for each 150 cubic yards.
- b. Make a minimum of three cylinders for each test.
- c. For each test, record the station and location where the cylinders were made.

3. Compressive Strength Requirements

- a. Test cylinders at 7 days and 28 days.
- b. Prior to opening any new curb & gutter to traffic, two cylinder tests must show a minimum of 3000 psi.
- c. Obtain the OWNER'S approval prior to opening any new pavement to traffic.

D. Concrete Test Results

- 1. Submit all test results, from an OWNER approved certified testing laboratory, within 48 hours of test completion.
- 2. The test results should include at a minimum the following:
 - a. Compressive Strength of Concrete Cylinders or Compressive Strength of Concrete Cores
 - b. Slump
 - c. Air Entrainment
- 3. Send a copy of the test results to the concrete supplier, OWNER and ENGINEER.

END OF SECTION

SECTION 32 16 23.00

CONCRETE SIDEWALK & DRIVEWAYS

PART 1 – GENERAL

1.1. SECTION INCLUDES

- A. Material requirements, reinforcement, joints, placement procedures, and testing procedures.

1.2. MEASUREMENT PROCEDURES

- A. Concrete Sidewalk & Driveway
 - 1. Measure 6-inch concrete sidewalk, including handicap ramps and driveways, by the square foot unless specified otherwise in the Contract Documents.
 - 2. Measure 4-inch concrete sidewalk by the square foot unless specified otherwise in the Contract Documents.

1.3. PAYMENT PROCEDURES

- A. Concrete Sidewalk & Driveway
 - 1. Price includes:
 - a. Furnishing, installing, curing and protecting all materials incorporated into the work.
 - b. Saw cutting, jointing, sealing joints, reinforcement, preparation of the foundation, adjusting fixtures, testing, and required submittals.
- B. Reinforcement
 - 1. If a Bid Item exists, pay reinforcement according to the Specifications.
 - 2. If no Bid Item exists, reinforcement is considered part of the concrete sidewalk or driveway. No additional compensation will be provided.
- C. Pay for 6-inch concrete sidewalk, including handicap ramps and driveways, by the square foot unless specified otherwise in the Contract Documents.
- D. Pay for 4-inch concrete sidewalk by the square foot unless specified otherwise in the Contract Documents.

1.4. REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
1. C260 – Standard Specification for Air-Entraining Admixtures for Concrete
 2. M31 – Standard Specification for Deformed and Plain Carbon and Low-Alloy Steel Bars for Concrete Reinforcement
 3. M43 – Standard Specification for Sizes of Aggregate for Road and Bridge Construction
 4. M153 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
 5. M213 – Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
 6. T11 – Standard Method of Test for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
 7. T19 – Standard Method of Test for Bulk Density (“Unit Weight”) and Voids in Aggregates
 8. T21 – Standard Method of Test for Organic Impurities in Fine Aggregates for Concrete
 9. T22 – Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens
 10. T23 – Standard Method of Test for Making and Curing Concrete Test Specimens in the Field
 11. T27 – Standard Method of Test of Sieve Analysis of Fine and Coarse Aggregate
 12. T71 – Standard Method of Test for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
 13. T84 – Standard Method of Test for Specific Gravity and Absorption of Fine Aggregate
 14. T85 – Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate
 15. T103 – Standard Method of Test for Soundness of Aggregates by Freezing and Thawing
 16. T104 – Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate

17. T113 – Standard Method of Test for Lightweight Particles in Aggregate
18. T152 – Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method

B. American Society for Testing and Materials (ASTM)

1. C150 – Standard Specification for Portland Cement
2. C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
3. C494 – Standard Specification for Chemical Admixtures for Concrete
4. C1260 – Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
5. C1567 – Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combination of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
6. D4791 – Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

1.5. SUBMITTALS

A. Manufacturer's Certifications

1. Submit the following a minimum of 10 days prior to incorporation into the work for review by the ENGINEER.
 - a. Certified test analysis for all elements of the Specifications both physical and chemical.
 - b. Certificate of compliance, by responsible company officer, stating all material furnished meets Contract Specifications.

B. Materials

1. Submit the following certifications a minimum of 10 days prior to incorporating a material into the work for review by the ENGINEER:
 - a. Portland Cement
 - 1) A manufacturer's written certification stating the source, amount, and composition of essential constituents and the composition of the final cement.

- b. Reinforcement
 - 1) A manufacturer's certified report of test or analysis showing the reinforcement conforms to the specification.
- c. Expansion Joint Filler
 - 1) A manufacturer's written certification stating it conforms to AASHTO M153 or AASHTO M213.
- d. Concrete Curing Compounds
 - 1) A manufacturer's written certification stating Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforms to ASTM C309, Type 2, Class B.
- e. Aggregates
 - 1) Sampling and test results according to the following:
 - a) Lightweight Pieces in Aggregate AASHTO T113
 - b) Material Finer than No. 200 Sieve AASHTO T11
 - c) Unit Weight of Aggregate AASHTO T19
 - d) Organic Impurities in Sands AASHTO T21
 - e) Sieve Analysis of Aggregates AASHTO T27
 - f) Effect of Organic Impurities in Fine Aggregate AASHTO T71
 - g) Alkali Silica Reactivity of Aggregates ASTM C1260
 - h) Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates ASTM C1567
 - i) Freeze-Thaw Soundness of Coarse Aggregate (Procedure B, 16 Cycles, with Methyl Alcohol) AASHTO T103
 - j) Sodium Sulfate Soundness of Coarse Aggregated (R-4, 5 Cycles) AASHTO T104
 - k) Specific Gravity and Absorption of Fine Aggregate AASHTO T84
 - l) Specific Gravity and Absorption of Coarse Aggregate AASHTO T85

- m) Flat & Elongated Pieces Based on a 3:1 Ratio

ASTM D4791

C. Mix Design

1. Submit a mix design a minimum of 10 days prior to incorporation into the work for review by the ENGINEER.
2. Submit the brand and source for each cement used on the project.
3. Include the following in the mix design:
 - a. Any necessary adjustments for the specific gravity of the aggregates used.
 - b. Any necessary adjustments to master limits of the job mix required by the Contract Specifications.

PART 2 – PRODUCTS

2.1. MATERIALS

A. Concrete

1. Concrete must consist of Portland cement, fine aggregate, coarse aggregate, and water proportioned and mixed according to the following:
 - a. Portland Cement
 - 1) Type I Portland cement; ASTM C150.
 - 2) Type II Portland cement: ASTM C150
 - 3) Type III Portland cement: ASTM C150 for high early strength.
 - b. Air Entraining Admixtures
 - 1) Conforms to AASHTO C260 for 7- and 28-day compressive and flexural strengths and resistance to freezing and thawing.
 - c. Retarding and Water Reducing Admixtures
 - 1) Retarding admixtures must conform to ASTM C494, Type B.
 - 2) Water reducing admixtures must conform to ASTM C494, Type A or D.
 - 3) Do not add Type A and D admixtures to the same batch of concrete.

d. Water

1) Acceptable Water

- a) Drinking water from municipal water supplies.
- b) From other sources meeting the following requirements:
 - (1) Acidity, maximum of 0.1N NaOH to neutralize 200mL of water: 2mL
 - (2) Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water: 15 mL
 - (3) Maximum sulphate (SO₄): 0.05%
 - (4) Maximum chloride: 0.10%
 - (5) Maximum total solids:
 - (a) Organic: 0.04%
 - (b) Inorganic: 0.15%
- c) If utilizing water from non-municipal water supply, test at least 2 quarts of water for conformance with the listed requirements.

e. Aggregates

1) Fine Aggregates

- a) Consisting of a combination of sand with fine gravel, crushed gravel, or crushed stoned consisting of hard, strong, durable particles.
- b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	3.5
Coal	1.0
Clay Lumps	1.0
Shale	1.0
Other Deleterious Substances Like Alkali, Mica, Coated Grains, Soft and Flaky Particles	1.0

- c) Do not exceed a total of 3.0% by weight of coal, clay lumps, shale, and other deleterious substances.

d) Acceptable Gradation:

Sieve	Percent Passing by Weight
3/8 Inch	100
No. 4	90-100
No. 16	45-85
No. 50	5-30
No. 100	0-10

2) Coarse Aggregates

a) Consisting of clean, hard, durable gravel, crushed gravel, crushed stone, or crushed concrete free of an excess of flat and elongated pieces.

b) Do not exceed the following percentages of deleterious materials:

Substance	Percent by Weight
Material Passing the No. 200 Sieve	1.5
Coal	1.0
Clay Lumps	0.3
Soft Fragments	5.0
Shale	1.0
Flat & Elongated Pieces Based on a 3:1 Ratio	15
Lightweight Pieces (Material having a saturated surface-dry bulk specific gravity of less than 2.45) (AASHTO T113)	5.0

c) Do not exceed a total of 5.0% by weight of coal, clay lumps, shale, and soft fragments.

d) Acceptable Physical Properties:

- (1) Wear less than 50 or less.
- (2) Soundness loss 12% or less.
- (3) Freeze-thaw average loss 18% or less.

e) Acceptable Gradations:

Sieve	Percent Passing by Weight	
	Size No. 1 AASHTO No. 67	Size No. 2 AASHTO No. 4
2 Inch	-	100
1½ Inch	-	90-100
1 Inch	100	20-55

Sieve	Percent Passing by Weight	
	Size No. 1	Size No. 2
	AASHTO No. 67	AASHTO No. 4
¾ Inch	90-100	0-15
3/8 Inch	20-55	0-5
No. 4	0-10	-
No. 8	0-5	-

f) Composition of Concrete

(1) Conform to master limits in following chart:

Concrete Grade (2)(3)	Quantities for a Nominal Cubic Yard ⁽¹⁾						
	Cement (lb)	Class C Fly Ash (lb)	Slag (lb)	Weight Total Agg (lb)	Percent Fine Agg ⁽⁴⁾ (% total agg)	Design Water (gals)	Maximum Water (gals)
A	565	-	-	3120	30-40	27	32
A-FA ⁽⁵⁾	395	170	-	3080	30-40	27	32
A-S ⁽⁵⁾	395	-	170	3100	30-40	27	32
A-T ⁽⁵⁾	395	Total fly ash and slag of 170 ⁽⁶⁾		3090	30-40	27	32
C	660	-	-	2980	30-40	30	36
E	823	-	-	2810	50	32	35

(1) A nominal cubic yard has the tabulated weights of cement and aggregate, design mix water, and 6.0% air.

(2) For all grades, use a water-reducing admixture conforming to 501.2.3.3 and 501.3.2.4.4.

(3) For all grades, provide air entrainment as specified in 501.3.2.4.2.

(4) If using crushed stone or crushed concrete coarse aggregate, the ENGINEER may allow up to 45% fine aggregate.

(5) If using less than the tabulated maximum quantities of fly ash or slag, calculate the cement content by reducing the base cement content for the Grade A mix by the weight of fly ash or slag added.

(6) For ternary mixes containing cement, fly ash, and slag, if using less than the tabulated maximum combined quantity of fly ash and slag calculate the cement content by reducing the base cement content for the Grade A mix by the combined weight of fly ash and slag added.

(2) Use concrete grade A unless specified otherwise in the specifications.

g) High Early Strength Concrete

(1) If high early strength concrete is required by the specifications or chosen by the CONTRACTOR it may be supplied with the following:

(a) High early strength cement (Type III).

(b) An additional amount of the same cement used in the original mix conforming to the Grade C or Grade E master limits.

(2) There will be no additional compensation if CONTRACTOR chooses high early strength concrete.

B. Reinforcement

1. Provide epoxy coated reinforcement including reinforcing steel and tie bars conforming to AASHTO M31 if required in the Contract.

C. Expansion Joint Filler

1. Conforms to AASHTO M153 or AASHTO M213.

D. Concrete Curing Materials

1. Poly-Alpha-Methylstyrene (PAM) liquid curing compound conforming to ASTM C309, Type 2, Class B; polyethylene sheeting and burlap.

2.2. EQUIPMENT

A. Acceptable Concrete Mixing Sources

1. Automatic or Semi-Automatic Batch Plants.
2. Ready-Mixed Concrete Plants.

PART 3 – EXECUTION

3.1. PREPARATION

A. Preparation of Foundation

1. Includes, but is not limited to the following:
 - a. Repair unstable areas in the base course.
 - b. Place new base course in order to achieve concrete driveway or sidewalk ready condition.
2. Preparation of Aggregate Base Course
 - a. Tamp or compact the base aggregate to ensure stability.
 - b. Construct the sidewalk or driveway foundation at least 1 foot wider on each side than the proposed sidewalk. Construct sidewalks on a 4-inch layer of compacted aggregate base course and driveways on a 6-inch layer of compacted aggregate base course unless otherwise shown in the Contract Documents.

B. Saw Cutting

1. Sawcut all driveway or sidewalk to be removed, as shown on the Plans, or specified by the ENGINEER.

2. Perform saw cutting according to the following:
 - a. Place full depth saw cuts as indicated on the Plans.
 - b. Perform saw cutting so that the surface to remain is vertical for its full depth.
- C. Adjust Catch Basins, Inlets, Manholes, and Valve Boxes
 1. Adjust catch basins, inlets, manholes, valve boxes, and other fixtures to the plan grade and alignment.
 2. Catch basin, inlet, and manhole adjustment includes the repair of the uppermost 12-inches of the existing masonry structure.

3.2. CONSTRUCTION

- A. Placing Concrete Sidewalk and Driveway
 1. Place the concrete on a moist foundation and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Brush or lightly broom the surface before the mortar sets.
 2. Embed detectable warning field array in plastic concrete in curb ramps.
 3. Tie new driveway to existing concrete driveway using tie bars driven or epoxied into the existing driveway if required in the contract.
- B. Finishing
 1. Brush or lightly broom the sidewalk or driveway surface before the mortar sets.
 2. Round the edge along forms and unsawed joints with a 1/2-inch radius edger.
- C. Reinforcement
 1. If required, use reinforcement conforming to, and place it as specified on, the plans.
- D. Joints
 1. Expansion Joints
 - a. Place expansion joints at the following locations:
 - 1) Between sidewalk or driveway and back of curb & gutter.
 - 2) No greater than 96 feet apart on tangent sections.
 - 3) Matching expansion joints in adjacent concrete pavement.

- b. Set joints at right angles to the edge of sidewalk or driveway.
- c. Use 1/2-inch wide joint filler.

2. Longitudinal and Transverse Joints

- a. Form contraction joints by sawing or forming an induced plane of weakness at least 1-inch deep and 1/4-inch wide in the sidewalk or driveway directly opposite construction or contraction joints in adjoining concrete and at the required spacing when adjoining asphaltic pavement. Space all joints between 3 feet and approximately 12 feet apart.
- b. Saw as soon as possible after the concrete sets sufficiently to prevent raveling during sawing, and before shrinkage cracking takes place. If this method results in random cracking, then form an induced plane of weakness.
- c. Construct longitudinal joints parallel to the centerline.
- d. Construct transverse joints at right angles to the sidewalk or driveway centerline.
- e. Construct longitudinal joints and transverse joints at right angles to each other.

E. Curing of Concrete

- 1. After finishing operations and as soon as the free water disappears, spray the concrete surface with a uniform coating of curing compound. Seal moisture in the concrete by applying a continuous water-impermeable film on exposed concrete surfaces.
- 2. Apply curing compound with a self-propelled mechanical power sprayer whenever practicable. Hand-operated spraying equipment is acceptable for the following:
 - a. Irregular, narrow, or variable width sections.
 - b. Re-coating applications or after form removal.
 - c. Special applications approved by the OWNER.
- 3. Apply curing compound uniformly at a minimum rate of one gallon per 200 square feet.
- 4. If the curing compound coating is damaged within 72 hours after application, immediately recoat the affected area. If removing forms within 72 hours after placing concrete, coat newly exposed surfaces within 30 minutes after form removal.

F. Cold Weather Concreting

1. Suspend concreting operations if the descending air temperature in the shade and away from artificial heat falls below 35°F. Do not resume concreting operations until the ascending air temperature in the shade and away from artificial heat reaches 30°F. Maintain the concrete temperature at the point of placement at or above 50°F.
2. If necessary, to maintain placement temperature, heat the water, aggregates, or both.
3. Do not heat the cement, add salt or chemical admixtures to the concrete mix to prevent freezing.
4. If the national weather service forecast for the construction area predicts temperatures of less than 28°F within the next 24 hours, or when freezing temperatures actually occur, provide the following thermal protection to concrete that has not met the opening criteria:

Predicted or Actual Air Temp.	Min. Level of Protection
22 to <28°F	Single layer of polyethylene.
17 to <22°F	Double layer of polyethylene.
<17°F	6" of loose, dry straw or hay between two layers of polyethylene.

3.3. FIELD QUALITY CONTROL

A. Air Entrainment

1. Test in accordance with AASHTO T152.
2. Perform daily air tests according to the following:
 - a. Perform a minimum of two tests per day, per mix design.
 - b. Submit daily air test results signed by the CONTRACTOR or his representative to the OWNER or his representative.
3. Acceptable air content:
 - a. 6.0 percent, +/- 1.5 percent

B. Concrete Consistency / Slump

1. Perform consistency/slump tests according to the following:
 - a. A minimum of two tests per day, per mix design.
 - b. Sign the slump test results.

- c. Submit daily slump test results to OWNER or representative.
- 2. Acceptable Slump:
 - a. 2.5-inches or less for slip-formed pavement.
 - b. 4-inches or less for non-slip-formed pavement.
- C. Compressive Strength Testing
 - 1. Test Procedure
 - a. Make and test concrete cylinders according to AASHTO T22 and T23.
 - b. Perform testing of concrete cylinders by an OWNER approved, independent, certified testing laboratory.
 - 2. Testing Frequency
 - a. At a minimum, perform testing according to the following:
 - 1) Once per day.
 - 2) One test for each 150 cubic yards.
 - b. Make a minimum of three cylinders for each test.
 - c. For each test, record the station and location where the cylinders were made.
 - 3. Compressive Strength Requirements
 - a. Test cylinders at 7 days and 28 days.
 - b. Prior to opening any new driveway to traffic, two cylinder tests must show a minimum of 3000 psi.
 - c. Obtain the OWNER'S approval prior to opening any new sidewalk or driveway to traffic.
- D. Concrete Test Results
 - 1. Submit all test results, from an OWNER approved certified testing laboratory, within 48 hours of test completion.
 - 2. The test results should include at a minimum the following:
 - a. Compressive Strength of Concrete Cylinders or Compressive Strength of Concrete Cores
 - b. Slump

c. Air Entrainment

3. Send a copy of the test results to the concrete supplier, OWNER and ENGINEER.

END OF SECTION

SECTION 32 92 00.00

LANDSCAPING

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes

1. Restoration, seed, fertilizer, mulch, sod, trees, shrubs, biofiltration prairie plants, prairie seed, and wetland plants.

B. Measurement Procedures

1. Measure restoration by the square yard unless specified otherwise in the Contract Documents.

C. Payment Procedures

1. Pay for restoration by the square yard unless specified otherwise in the Contract Documents.
2. The OWNER reserves the right to modify the landscaping limits during construction. Payment will be based on the final quantity and unit price bid for each bid item.

1.2. REFERENCES

A. American National Standards Institute (ANSI)

1. Z60.1 – American Nursery Stock Standard

B. ASTM International (ASTM)

1. D2974 – Standard Test Methods for Determining the Water (Moisture) Content, Ash Content, and Organic Material of Peat and Other Organic Soils
2. D4972 – Standard Test Methods for pH of Soils

1.3. DEFINITIONS

- A. Restoration includes the items of topsoil, seed, fertilizer and mulch, unless otherwise noted.
- B. ‘Catch’ or Uniform Stand: Germination/sprouting of seed resulting in plants of mature height and density. For seed mixture in Table 32 92 00.00-1 80% density is required.
- C. Deconsolidation: Loosening or decreasing density of soil by mechanical methods.

1.4. SUBMITTALS

- A. Furnish the OWNER with the proposed source or sources of topsoil to be used at least fifteen (15) working days prior to delivery. Obtain soil samples from the intended topsoil source and have a soil analysis performed by a soil testing laboratory to ensure conformity with the preceding specification. Do not deliver topsoil to the work site prior to review by the OWNER.

PART 2 - PRODUCTS

2.1. MATERIALS

A. Topsoil

1. Friable soil, obtained from natural, well-drained areas.
2. Free from refuse, heavy weeds or grasses.
3. Free from heavy roots, clay lumps, stones larger than 1-inch in size, sticks, brush, litter and other deleterious substances.
4. Maximum 5% by volume of the following: Stones smaller than 1-inch, coarse sand and small clay lumps.
5. Free from insoluble carbonates and conform to the following requirements (verified by soil analysis):
 - a. Between 1% and 13% organic matter, as determined by the test for organic matter in accordance with ASTM D2974.
 - b. Between 12% and 50% clay.
 - c. Less than 55% sand content.
 - d. PH between 5.0 and 8.0 as determined in accordance with ASTM D4972.
 - e. Meet the following mechanical criteria: 100% passes the 1-inch screen; 90-100% passes the No. 10 mesh sieve; and 40-60% passes the No. 100 mesh sieve.

B. Salvaged Topsoil

1. Consists of the natural loam, sandy loam, silt loam, silty clay loam or clay loam humus-bearing soils available from the over-lying portions of the areas contemplated by the Plans or Contract to be occupied by the completed roadway.

C. Seed

1. Mixed and guaranteed by the dealer as provided in Table 32 92 00.00-1, located at the end of this Section.

2. Composed of seeds of the purity, germination and proportions, by weight, as given in Table 32 92 00.00-1, located at the end of this Section.
3. Seed mixture selection:
 - a. Seed Mixture #1: On average loam, heavy clay or moist soils.
 - b. Seed Mixture #2: On light, dry, sandy or gravelly soils.
 - c. Seed Mixture #1 or #2: On all ditches, in-slopes, median areas and low fill areas.
 - d. Seed Mixture #3: On rural areas and high cut and fill slopes, generally exceeding 6 to 8 feet.
 - e. Seed Mixture #4: In urban or other areas where a lawn type turf is desired.
 - f. Seed Mixture #2 or #3: Suitable on very steep slopes where sterile soil and erosion conditions exist when used in conjunction with erosion control mat specified by the ENGINEER.

D. Fertilizer

1. Use fertilizers for seeding, sodding, or other plantings that are standard, commercial, packaged or bulk products, in granular or liquid form conforming to state requirements. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available phosphoric acid, and soluble potash.
2. If using fertilizer with a total of nitrogen, phosphoric acid, and potash greater than 32%, apply them at a rate that provides equal nitrogen, phosphoric acid, and potash.
3. Conform to the following minimum requirements:
 - a. Nitrogen, not less than 16%.
 - b. Phosphoric Acid, not less than 6%.
 - c. Potash, not less than 6%.
4. Provide a total of nitrogen, phosphoric acid, and potash of at least 32%.
5. Provide total nitrogen at least equal to the sum of the phosphoric acid and soluble potash.

E. Mulch

1. Straw or hay in an air-dry condition, free of noxious weed seeds and objectionable foreign matter.

PART 3 - EXECUTION

3.1. CONSTRUCTION

A. Topsoil

1. Grass areas require 4-inches of topsoil.
2. Prairie grass areas require 6-inches of topsoil. Finish grade 6-inches and deconsolidate to a minimum depth of 3-inches using a disc or other acceptable equipment.
3. Wetland/safety shelf areas require 12-inches of topsoil. Finish grade 12-inches and thoroughly deconsolidate to a minimum depth of 9-inches using a plow or other equipment. Deconsolidate topsoil to the point that the soil is very soft for planting of aquatic plants. Do not drive any equipment on topsoil after deconsolidation. If a vehicle is driven on the topsoil following final deconsolidation, the CONTRACTOR may be required by the OWNER to thoroughly deconsolidate the soil again.
4. Rake or drag the surface of the topsoil (except not in the wetland/safety shelf area) until smooth, friable and of uniformly fine texture.

B. Seeding

1. Acceptable methods:
 - a. Base Method
 - 1) Rake the ground until the surface is smooth, friable and of uniformly fine texture immediately before any seed is sown.
 - 2) Seed areas evenly with a mechanical spreader at the rate of 5-pounds per 1,000 square feet for Seed Mixtures #1 through #4.
 - 3) Rake lightly and roll with a 200-pound roller, and then water with a fine spray.
 - b. Alternate Method
 - 1) Rake the ground until the surface is smooth, friable and of uniformly fine texture immediately before any seed is sown.
 - 2) Seed areas evenly using a stream or spray of water under pressure and operated from an approved machine designed for that purpose. Place the selected seed mixture and water into a tank, provided within the machine, in sufficient quantities resulting in an application rate of 5-pounds per 1,000 square feet. Keep the tank contents stirred or agitated during this process. Spread the mixture within one hour after adding the seed to the tank.

- 3) Do not drag or roll the seeded areas.
2. Reseed any areas which fail to show a 'catch' or uniform stand with the original mixture. Repeat such re-seeding until final acceptance.
3. Repair damage resulting from erosion, gullies, washouts or other causes by filling with topsoil, tamping, re-fertilizing and re-seeding without extra cost to the OWNER.
4. Seed all disturbed areas in the project area unless otherwise specified.

C. Fertilizer

1. Apply fertilizer containing 32% total of nitrogen, phosphoric acid, and potash at 7 pounds per 1,000 square feet, unless the Contract specifies otherwise. For fertilizer that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = $32 / \text{New Percentage of Components}$

2. If fertilizing areas to receive sod, spread the fertilizer uniformly over the soil before sodding at the rate of 7 pound per 1,000 square feet and then work the fertilizer into the soil as part of the site preparation under Paragraph 3.1.

D. Watering

1. Provide watering of landscape areas for one (1) month after installation.

END OF SECTION

TABLE 32 92 00.00-1

TABLE OF SEED MIXTURES

SPECIES	MIXTURES					
	% PURITY	% GERMINATION	% IN #1	% IN #2	% IN #3	% IN #4
Kentucky Bluegrass	98	85	50	10	20	50
Creeping Red Fescue	97	85	25	--	30	30
Perennial Ryegrass	97	90	25	30	--	--
Hard Fescue	97	85	--	25	25	--
Tall Fescue	98	85	--	35	--	--
Improved Fine Perennial Rye Grass	96	85	--	--	25	20

STANDARD SPECIFICATIONS
SPECIAL PROVISIONS

WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) APPROVAL
Sanitary Sewer Approval
Water Main Approval

For The
VILLAGE OF KIMBERLY
Outagamie County, Wisconsin

A. GENERAL

1. A minimum of 10-days notice shall be given to the Village's ENGINEER by the CONTRACTOR before beginning construction. This is necessary so an On-Site Representative may be assigned to the project. A Pre-Construction Meeting will be scheduled at which time the CONTRACTOR's supervisor/foreman, who will be on-site during the work, must be present. No construction work shall be done in the absence of an On-Site Representative.
2. Prior to the start of any work, the CONTRACTOR shall submit, in writing to the Village, a project construction schedule and, after once approved, shall not deviate from it without written approval from the Village. The schedule shall indicate the number of crews, locations of work for each crew, time schedule, and sequence of moves and other pertinent information as required by the Village's ENGINEER or Utility Superintendent.
3. The CONTRACTOR shall notify the Village Water Department if any disruption in service to its customers is anticipated. The Water Department will make necessary preparations to alert those affected by the interruption of service. The CONTRACTOR must plan their operation to cause the least amount of disruption of water service in the affected area.
4. The CONTRACTOR shall be further informed that at no time shall any repair work or digging take place unless an authorized representative of the Village is present on the construction site. Failure to follow this directive will cause the construction project to be halted and all pipe or services to be uncovered for inspection, at the CONTRACTOR'S expense.
5. Materials used shall be all new and shall conform to the requirements for class, kind and size for materials as specified herein. Prior to the start of construction, the CONTRACTOR shall submit to the ENGINEER and Village a written list of materials to be furnished showing the manufacturer and designation of all items for approval. Water main construction material includes pipe, fittings, valves, hydrants, curb stop and box, corporation and saddles. Pre-construction submittal shall include storage location.
6. It shall be the duty of the CONTRACTOR to cooperate with the Village to keep accurate records of service connections including location, elevation at top of connection, size of connection provided and other pertinent data. Tap location shall be made in respect of the hydrant from the service. Curb stops shall be measured as distance from water main and distance from nearest hydrant or manhole.

7. At the completion of a project, and prior to requesting final acceptance, the CONTRACTOR shall make an on-site final inspection with a Village representative and the On-Site Representative. The CONTRACTOR shall operate all valves, hydrants and water services to ascertain that the entire facility is in good working order; that all valve boxes are centered and valves are opened; that all hydrants operate and drain properly; that all curb boxes are plumb and centered; and that water is available at all curb stops.
8. The CONTRACTOR shall open all sanitary manholes to ascertain that all frames and adjusting rings are centered on the manhole cone and that the entire sewage system is in good working order.
9. All required tests shall be satisfactorily completed prior to this final inspection.
10. Line & Grade for Sewer & Water Construction: When laser beam equipment is used by the CONTRACTOR to provide line and grade for construction of sanitary sewer main and water main that is required to be constructed to a specified grade, the CONTRACTOR is required to check line and grade of the pipe under construction at every grade stake provided. Such grade stakes shall be provided at intervals of no more than 50-feet. The CONTRACTOR shall notify the Village ENGINEER immediately if the pipe under construction appears off-line or grade, or the laser equipment is off-line or grade.
11. Record Drawings: The Village Engineer shall conduct a final survey of all above ground water system features and sanitary sewer manhole inverts to determine that the sewer has been laid to the specified elevations and grade. Final acceptance shall not be given until this survey has been performed and reviewed by the Village.

B. SANITARY SEWER

1. Acceptable Pipe Materials for Sanitary Sewers:
 - a. The following pipe materials shall be considered acceptable for normal sanitary sewer construction.
 - 1) Polyvinyl Chloride Pipe (PVC), SDR 35.
 - 2) Polyvinyl Chloride Pipe (PVC), F679, 18-inch and above.
 - b. Use of any other pipe materials is not allowed without prior approval of the Village.
2. Manhole Castings:
 - a. Manhole castings shall be Neenah Foundry R-1550 with a Type B lid and a continuous self-sealing gasket.
3. Concrete Adjusting Rings:
 - a. A minimum of 2-inches and a maximum of 11-inches of adjusting rings may be used on each manhole. Any rings less than 3-inches thick shall be rubber. There shall be a minimum of one (1) rubber top ring on a manhole.

- b. Rings shall be minimized by using the largest size available and the fewest rings. Rings shall be manufactured with 4,000 psi strength concrete.
- 4. Chimney Seals:
 - a. Chimney seals shall be cretex internal seals.
- 5. Pipe to Manhole Connections:
 - a. All plastic sanitary sewer pipe shall be connected to precast manholes by means of an approved, flexible, watertight pipe to manhole seal. This seal shall meet the requirements of both ASTM C-425 and C-443.
- 6. Sanitary Sewer Test Requirements:
 - a. The sanitary sewer shall be air tested. Final inspection of sanitary sewer and laterals shall be done by internal inspection by televising. Any required corrective work shall be inspected by re-televising after a Village approval correction method is completed.
- 7. Repair of Defective Sanitary Sewer
 - a. The CONTRACTOR shall completely remove defective work. Repair of defective work shall be approved by the Village prior to being completed.
 - b. No grouting of any type may be used for any repair to sanitary sewer.
- 8. Backfill & Restoration Requirements
 - a. When the trench excavation of the sanitary sewer water mains is within the right of ways of state, county, village or township, the backfilling of the trench, compaction of materials sub-grade preparation, and surface restoration shall be done in strict accordance with the existing requirements, specifications, and permits of the appropriate governmental agency.

C. SANITARY SEWER LATERALS

- 1. Service Connections:
 - a. Where wye branches are deeper than 1 foot, the sewer riser pipe from the main will be backfilled with crushed, compacted stone.
 - b. Sewer laterals shall be 4-inch diameter pipe to all single-family lots or each side of a duplex. All sewer laterals to lots for other residential or commercial lots shall be a minimum of 6-inch diameter pipe from the main to the property line.
 - c. All sanitary sewer laterals smaller than 8-inch diameter shall be Schedule 40 PVC.
 - d. All services shall be installed with the sanitary service to the left of the water service facing the lot.

2. Lateral Work in The Right-of-Way
 - a. Connection to Existing 4-Inch and 6-Inch Plastic Laterals
 - 1) CONTRACTOR shall connect to existing plastic laterals using a GPX repair coupling with gasketed joints appropriate to the pipe types being connected. No fernco's shall be used to connect plastic to plastic.
 - b. Connections to Mainline Sanitary Sewer
 - 1) Lateral connections to mainline sanitary sewer shall be full wye fittings.
3. Private Lateral Rehabilitation Work
 - a. Homeowners are required to reconstruct their non-PVC laterals from the sewer to the cast iron connection at the building face or inside the building. The CONTRACTOR shall provide a representative to review each lateral with the homeowner, Village and ENGINEER to determine the method and location of the lateral reconstruct.
 - b. The CONTRACTOR shall confirm the size and material type of the lateral pipe being connected at the home prior to reconnection at the main and installation of the lateral. The size of the lateral required from the home to the main shall be determined by the Village of Kimberly Building Inspector.
 - c. CONTRACTOR shall verify if the existing lateral is PVC or HDPE prior to replacement.
 - d. The actual quantities of 4-inch and 6-inch lateral pipe will vary based on the actual size required. The total footage of laterals constructed may also vary based on verification of existing pipe material. **No unit price adjustment** shall be allowed based on a change of quantity from the estimates on the bid form.
 - e. Bid items for sanitary lateral work shall include all labor and material to complete the work identified. Lateral work shall be authorized by the homeowner. Prior to lateral construction a cost estimate for the work shall be provided for the homeowner.
 - f. Excavated - The home connection is assumed to be at the building face connected to a cast iron pipe. The Village of Kimberly Building Inspector shall be contacted if this connection cannot be made to determine if a variance to the Village Ordinance will be allowed. If any unexcavated pipe remains the pipe may be sliplined into the home and reconnected by sawcutting the basement floor and reconnecting per the Village building code requirements.
 - g. Private Lateral – Pipe Burst - The unit price bid for pipe bursting shall include all costs associated with installing a 4-inch or 6-inch polyethylene or PVC pipe in an existing 4-inch or 6-inch lateral. The cost for excavation at the home foundation or in the home for reconnection shall be paid for using the bid items for that work.

- h. Access to Home - The CONTRACTOR shall be responsible to contact homeowners to gain access to homes and schedule the work. The Village will be available to assist gaining contact with the homeowner.
- i. Live Lateral Verification – The CONTRACTOR shall be responsible to verify live services for reconnection to the new sanitary sewer main.
- j. Material – Excavated laterals shall be Schedule 40 PVC. Pipe burst laterals shall be Schedule 17 HDPE with butt-fused joints.
- k. Private Lateral Excavation and Restoration
 - 1) The homeowner is responsible to remove and replace any obstructions on private property other than grass or pavement which they do not want damaged or which may inhibit the CONTRACTOR's ability to reasonably excavate. The CONTRACTOR shall identify any such obstructions a minimum of three days prior to commencing work so the homeowner can be properly notified and remediation of the obstruction(s) can be completed.
 - 2) Outside the Home
 - (a) The CONTRACTOR shall be responsible to backfill and compact excavated material to meet the project compaction specifications. Special backfill is not required under existing pavement areas on private property but may be requested by a homeowner and paid for directly by the homeowner to the CONTRACTOR. All trenches shall be rough backfilled to match existing grade. The homeowner is responsible for all finish restoration. The CONTRACTOR may negotiate a price with homeowners to do final restoration work. This work shall be paid for directly by the homeowner to the CONTRACTOR, not through the Village Contract.
 - 3) Inside the Home
 - (a) For work done inside the home it shall be the homeowner's responsibility to provide the CONTRACTOR the required working space to saw cut the basement floor to access the sanitary lateral. The CONTRACTOR shall be responsible for removing and replacing the concrete floor to allow for pipe bursting and reconnection of the existing piping. The CONTRACTOR shall also be responsible for the removal and proper disposal of all excavated material.

D. WATER MAIN

The Village of Kimberly Water Department shall be given a three days notice of all water shut-downs required for construction. 8:00 a.m. is the earliest time for shut-offs.

1. Water Main Pipe Material

- a. AWWA C909-98, ASTM F-1483-95, UL 1285, NSF Standard 61; sizes 4-inch through 16-inch.
- b. Push joint acceptable. All rubber gasket joints must have non-toxic lubricant applied to the gasket so tightening of the fitting can be accomplished properly. The only type of lubricant to be used must be recommended by the pipe manufacturer.
- c. All underground water pipe shall have plastic coated #10 copper tracer wire installed. The wire shall be laid on top of the pipe and taped at three locations per 20 foot length of pipe. Duct tape may be used to hold the wire on the top of the pipe so wrapping the tape completely around the pipe will not be necessary. The continuous wire shall run up and down each hydrant barrel and be taped with electrical tape around the hydrant barrel at two separate locations at a minimum. The wire then will be wrapped through the chain of one of the 2½-inch nozzle caps and twisted so hooking up with a locating device can be accomplished easily. The wire shall be grounded to all valves and hydrants. The wire shall be grounded to all service saddles by wrapping the wire around a saddle bolt and secured by stainless steel double nut.
- d. All water main shall be laid with a minimum of 4-inch and ¾-inch clean stone to be used for bedding the pipe. Care should be used when dumping the clean stone 12-inches above the top of the laid pipe so tracer wire stays on top of the pipe.

2. Valves

- a. Waterous Series 2500 D.I. Resilient Wedge Valves with epoxy coating and stainless steel below ground bolts. Mechanical joint ends must use T-head Core Blue bolts and nuts.
- b. Resilient Wedge Gate Valves with push joint ends for new construction may be used, if used however, please indicate this on the as-built plan.
- c. All valves shall be wrapped with polyethylene wrap and taped with electrical tape prior to final bury using the under/over method.
- d. All valve bodies and operating nut packing areas will have stainless steel bolts.

3. Fittings

- a. All pipe restraint shall be done using Meg A Lug fittings only, no threaded rod or blocking will be permitted, unless used in conjunction with the Meg A Lug fitting or specifically called out in the Special Provisions of the project. (See table for required restraint lengths.)

- b. All ductile or cast fittings will be wrapped with polyethylene wrap, and taped with electrical tape at least twice around the pipe at a minimum in order to hold the poly wrap in place.
 - c. All mechanical joint gaskets will be greased with appropriate grease.
- 4. Valve Boxes
 - a. Cast iron screw type.
 - b. Base, bottom, top and lid.
 - c. Box length must provide 6½ feet of pipe cover.
 - d. Tyler made or equal.
 - e. Top section of valve box must have the two slots so our Wachs machine can be used to adjust the valve box when necessary. NO EXCEPTIONS!
 - f. Valve boxes shall be wrapped with polyethylene sheets. The polyethylene shall be taped on the bottom and the top of the valve box.
- 5. Hydrants
 - a. Waterous Pacer WB/67 with 16-inch break off, stainless steel below ground bolts, mechanical joint inlet. Hose connection two, 2½-inch and one 4½-inch connection. NST nozzles, weather shield 1½-inch pentagon operating nut.
 - b. Hydrant Color – Red. (All private hydrants shall be painted red.) All scratches and defects shall be repainted prior to construction.
 - c. Hydrants will be wrapped with polyethylene wrap after tracer wire has been tapped to barrel of hydrant and ran up and through the nozzle cap chain and twisted so ease of hooking up locating equipment can be accomplished.
 - d. All new hydrants shall be located 7’-0” from the right-of-way unless an unforeseen problem makes this unacceptable. In which case, the Village will be notified prior to the field adjustment, and the reasons for adjustment.
- 6. Water Services
 - a. All service pipes 1-inch to 2-inch shall be polyethylene, PE-3408 SDR 9, 200 psi, and shall have #10 plastic-coated, solid copper wire attached to pipe by taping at 8 foot intervals. Tracer wire shall be connected to the saddle by double stainless steel nut at the same point as the tracer wire for the water main. Tracer wire shall be clamped to the curb stop with a stainless steel hose clamp with all stainless fittings. Wire shall be stripped and attached to the bottom of the curb box, clamp and wire shall be sprayed with rubberized coating. All services 4-inches and larger will meet water main specs.
 - b. All fittings will be compression type.

- c. Corporation Stops: 1st Quality bronzed with compression end. Acceptable Manufacturers: Mueller, Ford, A.Y. McDonald or approved equal.
- d. There shall be no joints between the curb stop and the corporation.
- e. Service Saddles: Double bolt all stainless steel saddle required. Cascade Csc2 or equal.
- f. Curb Stops and Curb Boxes
 - 1) 1st Quality bronze with compression pipe connections with same size as valve body.
 - 2) Acceptable Manufacturers: Mueller, Ford, A.Y. McDonald or approved equal.
 - 3) Cast iron standard design adjustable to 6½ feet with Arch Pattern lower and 1-inch upper section with 1-inch lid with bronze pentagon plug bolt.
 - 4) Stainless steel 4 foot curb box rod.

7. Method of Chlorination:

- a. During construction 5-g calcium hypochlorite tables shall be placed in each section of pipe and also one tablet shall be placed in each hydrant lead. The tablets shall be attached by the use of adhesive such as Permatex No. 1 or equal. Attach all the tables inside and at the top of the surface of the main, with approximately equal numbers of tablets at each end of a given pipe length.

Pipe Diameter	Length of Pipe in Feet		Based on 5.0 g Tablets
4-inch	<13'	18' 20'	= 1 Tablet
6-inch	<13'	18' 20'	= 1 Tablet
8-inch	<13'	1 Tablet 18'	20' = 3 Tablets
10-inch	<13'	2 Tablets 18'	20' = 3 Tablets
12-inch	<13'	3 Tablets 18'	20' = 4 Tablets
16-inch	<14'	4 Tablets 6 Tablets	

- b. After the water main passes the hydrostatic test, that portion of the water main is ready to be flushed out in order to take a Bacti sample to make sure the water is safe potable water.
- c. Water Department personnel will install one of our hydrant meters with R/P backflow prevention on the end hydrant of the pressure tested water main. The flushing of water main for the bacti sample may begin. A member of the Kimberly Water Department will monitor the flushing and measure the chlorine residual. Generally, we flush out the main approximately 100 – 120 gpm until we are confident the water discharging at the hydrant is indeed Village water. At that time the CONTRACTOR may take this bacteria sample.

- d. After the sample has been taken, the water on that water main will be shut off until proof of a safe sample from the lab arrives.
- e. A Water Department employee will initiate the paper work that is going to the State Certified Laboratory. This protects the CONTRACTOR as well as the Village knowing that the sample that was taken is the sample that went to the lab.
- f. A written 'safe' bacteria result must be in the Village of Kimberly Water Departments hand prior to the water being turned on. NO EXCEPTIONS!

8. Water Main Hydrostatic Pressure Test

Whenever any section of water main has been installed and all the services connected to the curb stop the water main is ready to be tested.

- a. Call the Water Department to set up a time when the water main can be filled. The Water Department personnel will supervise the filling or if time allows they will fill the water main.
- b. After filling and a minimum of 24-hours have passed the hydrostatic testing can begin.
- c. All equipment needed for this test shall be supplied by the CONTRACTOR.
- d. See Section 33 10 00.00, Part 3 Execution, 3.3.A.1 Pressure and Leakage Test.

9. On-Site Final Review

- a. At the completion of the project and prior to requesting final acceptance, the CONTRACTOR shall make an on-site final review with a representative of the OWNER and the construction on-site representative. The CONTRACTOR shall operate all valves, hydrants and water services to ascertain the entire facility is in good working order, all valves boxes are centered and valves should be open, all hydrants operate and drain properly, all curb boxes are plumb and centered, and water is available to all curb stops. Tracer wire will be tested using pipe locator equipment.
- b. All required tests shall be completed prior to this final review.
- c. All hydrants and valves shall be salvaged and delivered to the Village.
- d. The CONTRACTOR shall pay for all water used during construction including flushing trenches.

10. Private Water Services

- a. The private portion of a water lateral is to be replaced at the request of the homeowner. The homeowner will be responsible for all costs of lateral replacement after the curb box.

The CONTRACTOR is to be aware of the following criteria for private lateral replacement:

- 1) The lateral shall be completely replaced from curb box to water meter.
- 2) CONTRACTOR shall install continuous 1-inch poly from curb valve to 1-inch threaded, brass, meter valve. Brass 1-inch by ¾-inch threaded bushing will be used to reduce valve threads to accommodate existing brass meter connections.
- 3) Tracer wire shall be installed to the meter.
- 4) CONTRACTOR shall provide all necessary labor and materials to install new piping and properly support the water meter. The meter shall be set from 18 to 36-inches above basement floor.
- 5) CONTRACTOR shall install a permanent, watertight seal in any wall intrusions.
- 6) CONTRACTOR shall not be compensated for any private water lateral replacement if the full length is not replaced as plastic.
- 7) Pulling or boring of water laterals will be the preferred method of replacement. Open trench replacement will only be allowed if pulling and boring have failed, or extenuating circumstances exist.
- 8) CONTRACTOR shall supply and install proper electrical grounding devices to meet electrical code.
- 9) CONTRACTOR shall coordinate with homeowners to ensure adequate advance notification.
- 10) CONTRACTOR shall give Kimberly Water Department personnel ample notice of each installation completion time. Water Department personnel will inspect installation and install water meter anti-tampering seal immediately following completion.
- 11) Deviation from the above criteria shall be allowed only with consent of Kimberly Water Department personnel.
- 12) The CONTRACTOR shall be reimbursed for private lateral service work through the Village Contract.

E. TRAFFIC CONTROL

1. Traffic control plans shall be reviewed and approved by the Village of Kimberly prior to incorporation. Any street closing shall require 48-hour's notice to the Village of Kimberly to allow for proper notification prior to closure. All signage shall be in place prior to closure.

2. Once work operations have proceeded out of intersections or side streets the intersection and through street shall be immediately reopened to traffic.
3. Traffic control in accordance with the MUTCD shall be required.
4. 'No Parking' signs will be posted by the Village as needed to facilitate construction activities.

F. ESTABLISHMENT OF DAILY QUANTITIES

1. The CONTRACTOR shall be required to review daily work quantities with on-site observation staff to establish the pay item quantities installed that day. These quantities shall be used to determine pay request values and the final contract value.

END OF SECTION

Date: October 23, 2014 | REVISED: JANUARY 2020

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ADDITIONAL SPECIAL PROVISIONS

SUNSET DRIVE STREET RECONSTRUCTION

For The VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WISCONSIN

February 22, 2023
McM. No. K0001-09-22-00637.00

A. SCHEDULES

1. Prior to start of any work, the CONTRACTOR shall submit for approval by the OWNER, a detailed Construction Schedule of all the work to be performed. The Prime CONTRACTOR shall be responsible to schedule work to be done by their sub-contractors and place them on this schedule. The schedule shall be, at least, weekly; and include the number of crews, location of work for each crew, sequence of moves and other pertinent information. The schedule shall provide for a continuous work schedule on the project with no activity gaps. Upon acceptance of the schedule work is expected to progress in a timely and orderly fashion in accordance with the accepted schedule. Deviations in the schedule are subject to acceptance by the OWNER. Anytime gaps of non-work activity which occur due to CONTRACTOR scheduling, shall be subject to liquidated damages at the discretion of the OWNER.

B. EROSION CONTROL

1. The CONTRACTOR shall place inlet protection as indicated on the Plan Drawings. The CONTRACTOR **shall maintain inlet protection on a daily basis and clean or replace as necessary**. In addition the CONTRACTOR shall be required to remove solids deposited on streets adjacent to the project as a result of construction related activities on a daily basis and prior to rain events.

C. SUNSET DRIVE

1. Unclassified Excavation

- a. The lump sum Unclassified Excavation items shall include the excavation of all existing materials required to provide the typical sections of pavement and base course shown on the Plan Drawings. It shall also include the removal of all existing sod, excess terrace soil, asphalt and concrete.
- b. Excavation Below Subgrade (EBS), if required, shall be measured at the time of removal and prior to placement of stone to determine the cubic yard volume. The

ADDITIONAL SPECIAL PROVISIONS

unit price bid shall include all costs with excavation, disposal, and placement of base course in the voided area.

- c. The CONTRACTOR may also choose to crush existing concrete for use as base course on the Sunset Drive project.
- d. Bid Item #3 - Concrete Street Pavement Removal
 - 1) This quantity is an estimate based on what concrete may remain after completion of the Sunset Drive Utility Project. After completion of the Utility Contract and prior to the start of construction for street work, the ENGINEER shall survey the concrete pavement removed so an accurate quantity for this bid item can be determined upon completion of the street project.

2. Stump Removal Bid Item

- a. Removal of stumps shall include grinding or excavating the complete stump and roots over 1-inch diameter, and placement of compacted clean clay fill in the void up to the level of the terrace subgrade. Stumps shall be removed to a minimum level of 2 feet below finish top of curb grade. CONTRACTOR shall be responsible to dispose of stumps or grinding off site.

3. Pavement and Base

- a. Street Pavement
 - 1) Pavement on Sunset Drive may be placed with separate curb and gutter or integrally at the CONTRACTORS option. If the CONTRACTOR selects separate curb and gutter, payment shall be made using the integral pavement bid item.
- b. Street Base
 - 1) Base course shall be new or salvaged base meeting the specifications of 1¼-inch.

D. MISCELLANEOUS STREET PATCHING

1. Rivers Edge Drive

- a. Several contiguous panels have cracked due to a heavy loading. Panels will be marked for removal and replacement. The CONTRACTOR shall provide traffic control as needed to protect the work zone.

2. Papermill Run

- a. Joint to joint removal of water break repair area. The CONTRACTOR shall provide traffic control to protect the work zone.

ADDITIONAL SPECIAL PROVISIONS

E. TURF RESTORATION

1. The entire terrace shall be stripped, excavated and re-graded to uniformly drain from the face of walk to back of curb. The terrace shall be prepared for 3-inches of new topsoil to be placed.
2. All tree roots shall be neatly trimmed so they do not protrude from the compacted subsoil prior to topsoil placement.
3. The CONTRACTOR shall place 3-inches of **pulverized topsoil** over **compacted** subsoil in areas specified for topsoil, seed and mulch.
4. The CONTRACTOR shall submit a proposed seed mix meeting the requirements of seed mix #4 and contain at least three types of Kentucky bluegrass.
5. Mulching of the turf restoration areas shall be a Class I Urban Type A e-mat meeting Wisconsin Department of Natural Resources (DNR) Technical Standard requirements.

F. MAILBOXES

1. The CONTRACTOR shall carefully remove mailboxes as required and provide to the homeowner for storage during construction. At the completion of construction, the CONTRACTOR shall install the mailboxes per the USPS standards and as shown on the detail sheets.

G. TRAFFIC CONTROL / ACCESS REQUIREMENTS

1. No thru vehicle traffic is required on streets during street construction.
2. Access to homeowners shall be allowed until string lines go up.
3. Access to driveways shall be re-established upon completion and cure time on the main slab and concrete. Homeowners shall be allowed to occupy the newly paved street while apron, sidewalk, and terrace restoration is being completed.

H. PROJECT CLOSEOUT

1. The CONTRACTOR and all subcontractors shall submit final quantities for the Sunset Drive project for review by September 29, 2023. Final quantities for the project shall be established with all CONTRACTORS by October 13, 2023.

I. WARRANTIES & GUARANTEES

1. The CONTRACTOR shall warrant and guarantee to the OWNER and ENGINEER that all work will be in accordance with the contract documents and will not be defective. The Standard General Conditions of the Construction Contract shall be amended to a **2-year warranty period**.

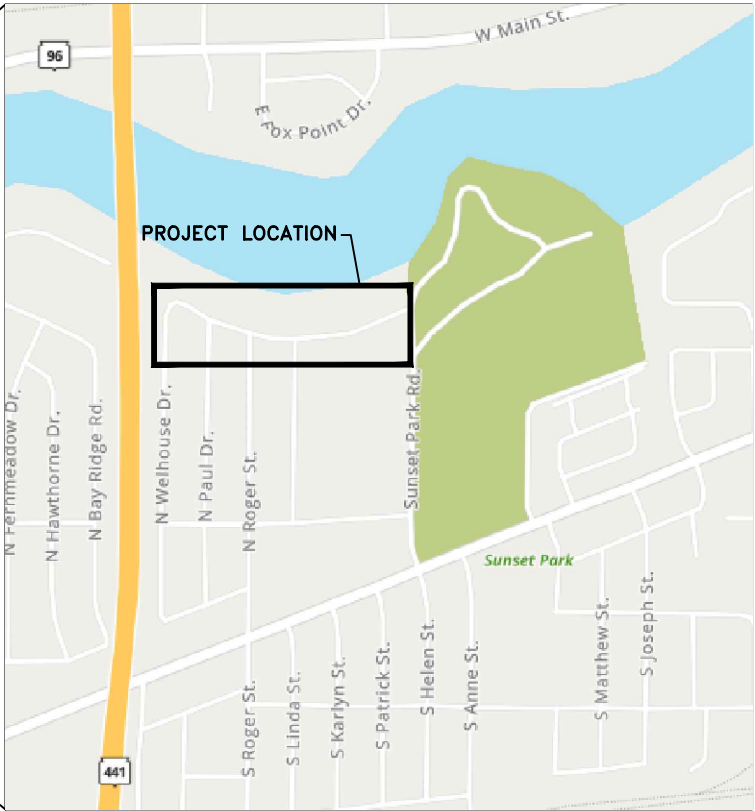
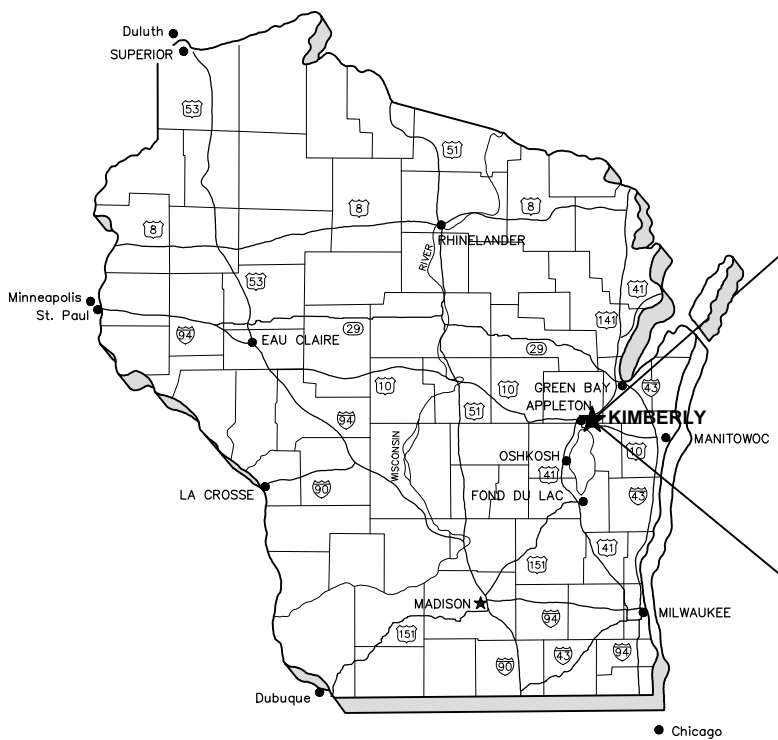
ADDITIONAL SPECIAL PROVISIONS

2. The warranty start date shall be the date of the final Contract Change Order establishing the final quantities of the Contract.

END OF SECTION

SUNSET DRIVE STREET RECONSTRUCTION VILLAGE OF KIMBERLY

OUTAGAMIE COUNTY, WISCONSIN
MCM # K0001 09-22-00937



CONTACT INFORMATION

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- 24 MISCELLANEOUS DETAILS
- 25 EROSION CONTROL DETAILS



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DATE
2023
PROJECT NO.
K0001 09-22-00937

STANDARD ABBREVIATIONS
























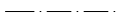

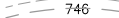





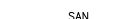

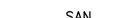









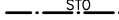







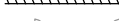









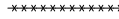

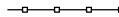

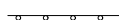







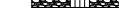
































ACRE	LEFT
AGG	LVC
AH	MAINT
ASPH	MAT'L
AVG	MAX
B-B	MIN
BEG	MH
BIT	MP
BK	NB
B/L	NO
BLDG	NOR
BM	OD
BOC	OBLIT
BRG	PAV'T
C-C	PC
CY	PCC
C&G	
CB	PE
CE	PED
CHD	PGL
C/L	PI
CL	P/L
CMP	PLE
CO	PP
CONC	PRC
CORR	PROP
CP	PSD
CR	PSI
CS	PT
CSW	PVC
CTH	
CULV	PVI
D	PVT
DI	R
DIA	RCP
DIS	RD
EA	REBAR
EB	REM
EBS	RECON
EG	REQ'D
ELEV	R/L
ELEC	RP
EMB	RR
EMAT	RT
ENT	R/W
EOR	SB
EP	SE
EXC	SF
EX	SI
EW	STH
F-F	SY
FDN	SALV
FE	SAN
FERT	SEC
FG	SHLDR
F/L	S/L
FT	SQ
FTG	STA
GRAV	STD
GN	STO
GV	SW
HDPE	TC
HE	TEL
HMA	TEMP
HP	TLE
HT	TV
HYD	TYP
ID	UG
IN	USH
INL	VAR
INV	VC
IP	VERT
JCT	WB
LB	WM
LF	WV
LP	
AGGREGATE	LENGTH OF VERTICAL CURVE
AHEAD	MAINTENANCE
ASPHALT PAVEMENT	MATERIAL
AVERAGE	MAXIMUM
BACK TO BACK	MINIMUM
BEGIN	MANHOLE
BITUMINOUS	MILE POST
BACK	NORTHBOUND
BASE LINE	NUMBER
BUILDING	NORMAL
BENCH MARK	OUTSIDE DIAMETER
BACK OF CURB	OBLITERATE
BEARING	PAVEMENT
CENTER TO CENTER	POINT OF CURVATURE
CUBIC YARD	PORTLAND CEMENT CONCRETE OR
CURB AND GUTTER	POINT OF COMPOUND CURVATURE
CATCH BASIN	PRIVATE ENTRANCE
COMMERCIAL ENTRANCE	PEDESTAL
CHORD	PROFILE GRADE LINE
CENTER LINE	POINT OF INTERSECTION
CLASS (FOR CONC PIPE)	PROPERTY LINE
CORRUGATED METAL PIPE	PERMANENT LIMITED EASEMENT
CLEAN OUT	POWER POLE
CONCRETE	POINT OF REVERSE CURVATURE
CORRUGATED	PROPOSED
CONTROL POINT	PASSING SIGHT DISTANCE
CRUSHED	POUNDS PER SQUARE INCH
CURB STOP	POINT OF TANGENCY
CONCRETE SIDEWALK	POLYVINYL CHLORIDE OR
COUNTY TRUNK HIGHWAY	POINT OF VERTICAL CURVATURE
CULVERT	POINT OF VERTICAL INTERSECTION
DEPTH OR DELTA	POINT OF VERTICAL TANGENCY
DUCTILE IRON	RADIUS
DIAMETER	REINFORCED CONCRETE PIPE
DISCHARGE	ROAD
EACH	REINFORCEMENT ROD
EASTBOUND	REMOVE
EXCAVATION BELOW SUBGRADE	RECONSTRUCT
EDGE OF GRAVEL	REQUIRED
ELEVATION	REFERENCE LINE
ELECTRIC	RADIUS POINT
EMBANKMENT	RAILROAD
EROSION MAT	RIGHT
ENTRANCE	RIGHT-OF-WAY
END OF RADIUS	SOUTHBOUND
EDGE OF PAVEMENT	SUPERELEVATION
EXCAVATION	SQUARE FEET
EXISTING	SLOPE INTERCEPT
ENDWALL	STATE TRUNK HIGHWAY
FACE TO FACE	SQUARE YARD
FOUNDATION	SALVAGED
FIELD ENTRANCE	SANITARY
FERTILIZER	SECTION
FINISHED GRADE	SHOULDER
FLOW LINE	SURVEY LINE
FOOT	SQUARE
FOOTING	STATION
GRAVEL	STANDARD
GRID NORTH	STORM
GAS VALVE	SIDEWALK
HIGH DENSITY POLYETHYLENE	TOP OF CURB
HIGHWAY EASEMENT	TELEPHONE
HOT MIX ASPHALT	TEMPORARY
HIGH POINT	TEMPORARY LIMITED EASEMENT
HEIGHT	TELEVISION
HYDRANT	TYPICAL
INSIDE DIAMETER	UNDERGROUND
INCH	U.S. HIGHWAY
INLET	VARIES
INVERT	VERTICAL CURVE
IRON PIPE	VERTICAL
JUNCTION	WESTBOUND
POUND	WATER MAIN
LINEAR FOOT	WATER VALVE
LIGHT POLE	

GENERAL NOTES

1. THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, INCLUDING ANY PRIVATE UTILITIES, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY VERTICAL DISCREPANCY.
3. EXISTING STREET RIGHT-OF-WAY AND INTERSECTING PROPERTY LINES ARE ESTABLISHED FROM FIELD LOCATED SURVEY MONUMENTATION, PREVIOUS SURVEYS, PLATS AND CURRENT PROPERTY DEEDS.
4. NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT PRIOR APPROVAL FROM THE OWNER.
5. A SAWED JOINT IS REQUIRED WHERE NEW HMA PAVEMENT MATCHES EXISTING ASPHALTIC CONCRETE SURFACE.
6. ALL CURB RADII SHOWN ON THE PLAN SHEETS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
7. DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

THIS PLAN SET WAS CREATED WITH **CIVIL3D 2018**. MCMAHON'S "DISCLAIMER FOR TRANSFER OF ELECTRONIC FILES" FORM NEEDS TO BE SIGNED IF A COPY OF THE ELECTRONIC FILES ARE REQUESTED. MCMAHON MAKES NO REPRESENTATION REGARDING THE COMPATIBILITY OF THESE FILES WITH OTHER SOFTWARE, NOR DOES MCMAHON REPRESENT THAT THE FILES WILL CONVERT TO OTHER SOFTWARE WITHOUT ERROR.

STANDARD SYMBOLS (PLAN VIEW ONLY)

	2" IRON PIPE FOUND		TELEPHONE CABLE – BURIED
	1 1/4" REBAR FOUND		ELECTRIC CABLE – BURIED
	1 1/4" x 30" IRON REBAR WEIGHING 4.30 LB/LF SET		UTILITIES – OVERHEAD
	1" (1.315 OD) IRON PIPE FOUND		FIBER OPTIC CABLE – BURIED
	1" IRON PIPE SET		GAS MAIN
	3/4" IRON REBAR FOUND		CABLE TELEVISION – BURIED
	3/4" IRON PIPE FOUND		DITCH LINE
	3/4" x 24" IRON REBAR WEIGHING 1.5 LB/LF SET		STREET C/L OR R/L
	MAG NAIL FOUND		PROPERTY LINE
	MAG NAIL SET		RIGHT-OF-WAY LINE
	MAG SPIKE FOUND		SECTION LINE
	MAG SPIKE SET		EXISTING CONTOURS
	CHISEL CROSS FOUND		PROPOSED CONTOURS
	CHISEL CROSS SET		EXISTING FORCEMAIN SEWER
	COUNTY MONUMENT		EXISTING SANITARY SEWER
	CONCRETE MONUMENT FOUND		PROPOSED SANITARY SEWER
	CONTROL POINT HORIZONTAL		EXISTING WATER MAIN
	VERTICAL BENCHMARK		PROPOSED WATER MAIN
	SB or MW SOIL BORING or MONITORING WELL		EXISTING STORM SEWER
	POWER POLE		PROPOSED STORM SEWER
	POWER POLE W/GUY WIRE		EXISTING CURB & GUTTER
	TELEPHONE OR TELEVISION PEDESTAL		PROPOSED CURB & GUTTER
	MAILBOX		PROPOSED REJECT CURB & GUTTER
	SIGN		EXISTING CULVERT WITH END SECTIONS
	RAILROAD CROSS BUCK		PROPOSED CULVERT WITH END SECTIONS
	RAILROAD GATE ARM		BUILDING OUTLINE
	RAILROAD TRACKS		FENCE LINE
	LIGHT POLE		SAW CUT REQ'D
	WOOD POLE		SILT FENCE
	TRAFFIC SIGNAL		GUARD RAIL
	TRAFFIC SIGNAL MAST ARM		DITCH CHECK
	CONIFEROUS TREE		INLET PROTECTION
	DECIDUOUS TREE		TRACKING PAD
	TREE OR BRUSH LINE		TURBIDITY BARRIER OR SHEET PILING
	BED ROCK (IN PROFILE VIEW)		SANDBAG COFFERDAM
	HANDICAPPED PARKING STALL		SLOPE INTERCEPT
	EXISTING SPOT ELEVATION		LIMITS OF DISTURBANCE
	PROPOSED SPOT ELEVATION × 750.00		
	DRAINAGE HIGH POINT		EXISTING PROPOSED ASPHALT PAVEMENT
	DRAINAGE DIRECTION		EXISTING PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	EXISTING MANHOLE		EXISTING PROPOSED GRAVEL
	PROPOSED MANHOLE		EXISTING PROPOSED RIP-RAP (SIZE AS SPECIFIED)
	EXISTING INLET		
	PROPOSED INLET		EXISTING PROPOSED BRICK/PAVERS
	EXISTING YARD DRAIN		
	PROPOSED YARD DRAIN		PROPOSED EROSION MAT
	EXISTING CLEAN OUT		PROPOSED TURF REINFORCEMENT MAT (TRM)
	PROPOSED CLEAN OUT		EXISTING DELINEATED WETLANDS
	EXISTING DOWNSPOUT		PROPOSED ASPHALTIC DRIVEWAY
	PROPOSED DOWNSPOUT		
	EXISTING WATER VALVE		
	PROPOSED WATER VALVE		
	EXISTING CURB STOP		
	PROPOSED CURB STOP		
	EXISTING FIRE HYDRANT		
	PROPOSED FIRE HYDRANT		
	PROPOSED WATER FITTING		
	PROPOSED WATER REDUCER		
	PROPOSED ENDCAP		
	GAS VALVE		

EROSION & SEDIMENT CONTROL PLAN

BEST MANAGEMENT PRACTICES:

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS. THESE STANDARDS MAY BE FOUND ON THE DNR WEBSITE AT <http://www.dnr.wi.gov/runoff/stormwater/techstds.htm>. RIP-RAP SHALL BE IN ACCORDANCE WITH SECTION 606, WS-DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, UNTIL TECHNICAL STANDARD 1065 IS COMPLETED BY THE DNR. THE MINIMUM BEST MANAGEMENT PRACTICES SPECIFIED FOR THIS PROJECT ARE AS FOLLOWS:

<input type="checkbox"/> LAND APPLICATION OF POLYACRYLAMIDE (1050)	<input checked="" type="checkbox"/> DE-WATERING (1061)
<input type="checkbox"/> WATER APPLICATION OF POLYMERS (1051)	<input type="checkbox"/> DITCH CHECK (1062)
<input type="checkbox"/> NON-CHANNEL EROSION MAT (1052)	<input type="checkbox"/> SEDIMENT TRAP (1063)
<input type="checkbox"/> CHANNEL EROSION MAT (1053)	<input type="checkbox"/> SEDIMENT BASIN (1064)
<input type="checkbox"/> VEGETATIVE BUFFER (1054)	<input type="checkbox"/> RIP-RAP (1065)
<input type="checkbox"/> SEDIMENT BALE BARRIER (1055)	<input type="checkbox"/> CONSTRUCTION DIVERSION (1066)
<input type="checkbox"/> SILT FENCE (1056)	<input type="checkbox"/> GRADING PRACTICES (1067)
<input checked="" type="checkbox"/> TRACKING PAD & TIRE WASHING (1057)	<input checked="" type="checkbox"/> DUST CONTROL (1068)
<input checked="" type="checkbox"/> MULCHING (1058)	<input type="checkbox"/> TURBIDITY BARRIER (1069)
<input checked="" type="checkbox"/> SEEDING (1059)	<input type="checkbox"/> SILT CURTAIN (1070)
<input checked="" type="checkbox"/> STORM DRAIN INLET PROTECTION (1060)	<input type="checkbox"/> MANUFACTURED PERIMETER PRODUCTS (1071)

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES AND IMPLEMENT BEST MANAGEMENT PRACTICES TO PREVENT OR REDUCE ALL OF THE FOLLOWING:

- A. DEPOSITION OR TRACKING OF SOIL ONTO STREETS BY VEHICLES.
- B. DISCHARGE OF SEDIMENT INTO STORM WATER INLETS.
- C. DISCHARGE OF SEDIMENT INTO ADJACENT STREAMS, RIVERS, LAKES AND WETLANDS.
- D. DISCHARGE OF SEDIMENT FROM DITCHES AND STORM SEWERS THAT FLOW OFFSITE.
- E. DISCHARGE OF SEDIMENT FROM DEWATERING ACTIVITIES.
- F. DISCHARGE OF SEDIMENT FROM SOIL STOCKPILES EXISTING FOR 7 DAYS OR MORE.
- G. DISCHARGE OF SEDIMENT FROM EROSION OUTLET FLOWS.
- H. TRANSPORT OF CHEMICALS, CEMENT AND BUILDING MATERIALS BY RUNOFF.
- I. TRANSPORT OF UNTREATED VEHICLE AND WHEEL WASH WATER BY RUNOFF.

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING PREVENTATIVE MEASURES:

- A. PRESERVE EXISTING VEGETATION WHENEVER POSSIBLE.
- B. MINIMIZE SOIL COMPACTION AND PRESERVE TOPSOIL.
- C. MINIMIZE LAND DISTURBANCES ON SLOPES OF 20% OR MORE.
- D. MINIMIZE THE AMOUNT OF SOIL EXPOSED AT ANY ONE TIME.
- E. DIVERT CLEAR WATER AWAY FROM EXPOSED SOILS.
- F. TEMPORARILY STABILIZE EXPOSED SOILS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR MORE. USE MULCHING, SEEDING, POLYACRYLAMIDE OR GRAVELING TO STABILIZE.
- G. PERMANENTLY STABILIZE EXPOSED SOILS AS SOON AS POSSIBLE.
- H. CONTRACTOR SHALL EDUCATE ITS EMPLOYEES AND SUBCONTRACTORS ABOUT PROPER SPILL PREVENTION AND RESPONSE PROCEDURES. IF A SPILL OCCURS, THE CONTRACTOR SHALL EVACUATE THE AREA AND IMMEDIATELY NOTIFY THE LOCAL MUNICIPALITY, FIRE DEPARTMENT OR 911 EMERGENCY SYSTEM. IF NO FIRE, EXPLOSION OR LIFE / HEALTH SAFETY HAZARD EXISTS, THE NEXT STEP IS TO CONTAIN THE SPILL AND PERFORM CLEANUP. USE DRY CLEANUP METHODS, NOT WET.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING BEST MANAGEMENT PRACTICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES BY THE END OF THE WORK DAY. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING BEST MANAGEMENT PRACTICES TEMPORARILY REMOVED FOR CONSTRUCTION ACTIVITY AS SOON AS THOSE ACTIVITIES ARE COMPLETED. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF TEMPORARY BEST MANAGEMENT PRACTICES AFTER CONSTRUCTION IS COMPLETE AND PERMANENT VEGETATION IS ESTABLISHED.

INSPECTION & MAINTENANCE:

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING BEST MANAGEMENT PRACTICES WEEKLY, AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE KEPT AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE FOLLOWING INFORMATION: DATE, TIME, AND LOCATION OF INSPECTION; NAME OF INDIVIDUAL WHO PERFORMED THE INSPECTION; AN ASSESSMENT OF THE CONDITION OF BEST MANAGEMENT PRACTICES; A DESCRIPTION OF ANY BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED; AND A DESCRIPTION OF THE PRESENT PHASE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR NOTIFICATION. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING, MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%.

THE CONTRACTOR IS RESPONSIBLE FOR POSTING THE PERMIT IN A CONSPICUOUS LOCATION ON THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING A COPY OF THE APPROVED REPORTS, PLANS, AMENDMENTS, INSPECTION REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER WHEN THE VEGETATIVE DENSITY REACHES AT LEAST 70%. THE OWNER IS RESPONSIBLE FOR TERMINATING DNR PERMIT COVERAGE.

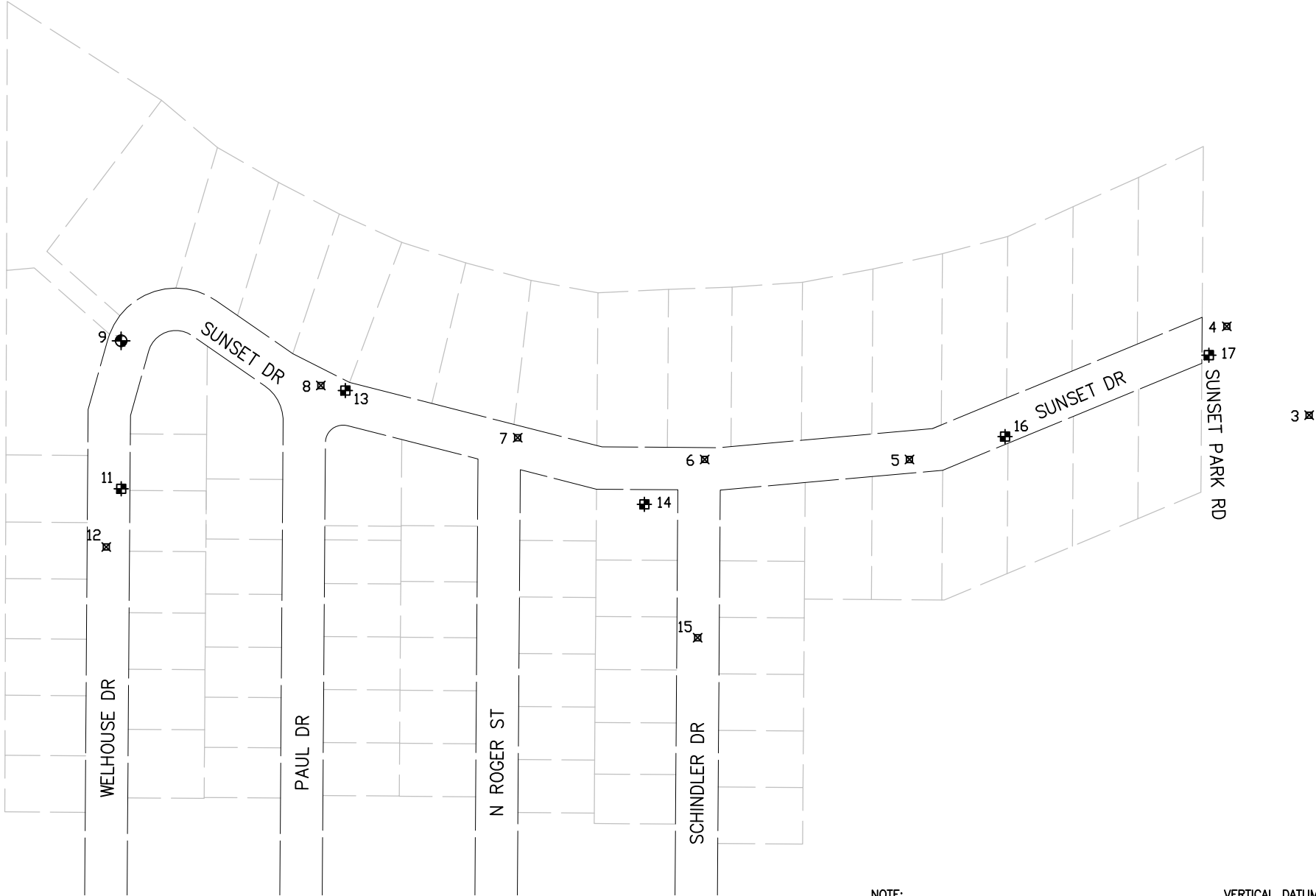
AMENDMENTS:

THE CONTRACTOR IS RESPONSIBLE FOR AMENDING THE EROSION & SEDIMENT CONTROL PLAN IF: THERE IS A CHANGE IN CONSTRUCTION, OPERATION OR MAINTENANCE AT THE SITE WHICH HAS THE REASONABLE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS; THE ACTIONS REQUIRED BY THE PLAN FAIL TO REDUCE THE IMPACTS OF POLLUTANTS CARRIED BY CONSTRUCTION SITE RUNOFF; OR IF THE DNR NOTIFIES THE APPLICANT OF CHANGES NEEDED IN THE PLAN. THE DNR AND OWNER SHALL BE NOTIFIED 5 WORKING DAYS PRIOR TO MAKING CHANGES TO THE PLAN.

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HORIZONTAL CONTROL POINTS			
POINT #	NORTHING	EASTING	DESCRIPTION
3	566706.44	842857.07	MAG NAIL
4	566832.19	842740.69	MAG NAIL
5	566643.81	842291.73	MAG NAIL
6	566643.88	842002.10	MAG NAIL
7	566674.67	841737.60	MAG NAIL
8	566748.44	841459.14	MAG NAIL
9	566811.73	841176.69	MAG NAIL
10	564934.52	842011.42	MAG NAIL
12	566520.08	841155.63	MAG NAIL
15	566391.65	841992.19	MAG NAIL

VERTICAL BENCHMARK CONTROL		
POINT #	ELEVATION	DESCRIPTION
11	736.89	MAG NAIL IN LIGHT POLE
13	737.15	MAG NAIL IN LIGHT POLE
14	737.15	NORTHEAST TOP STOOP HOUSE 388 SCHINDLER
16	734.75	MAG NAIL IN LIGHT POLE
17	729.60	MAG NAIL IN LIGHT POLE



NOTE:
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ALSO VERIFY HORIZONTAL CONTROL BY FIELD CHECKING SEVERAL CONTROL POINTS AND SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY DISCREPANCIES.

VERTICAL DATUM:
ELEVATIONS ARE REFERENCED TO NGS DATA:
CONTROL POINT NAME: 4K94
POINT ID: DE7742 NAVD 88 DATUM
BY CONVENTIONAL LEVEL LOOP TO ELEVATION = 748.25 (2007 ADJUSTMENT)
LEVEL LOOP PER FIELD BOOK 1522 PAGES 43-50

HORIZONTAL DATUM:
COORDINATES ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR OUTAGAMIE COUNTY NAD 83(1991)

SUNSET DRIVE STREET RECONSTRUCTION
Village Of Kimberly, Outagamie County, WI
SURVEY CONTROL

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PROJECT NO. K0001 09-22-00937	
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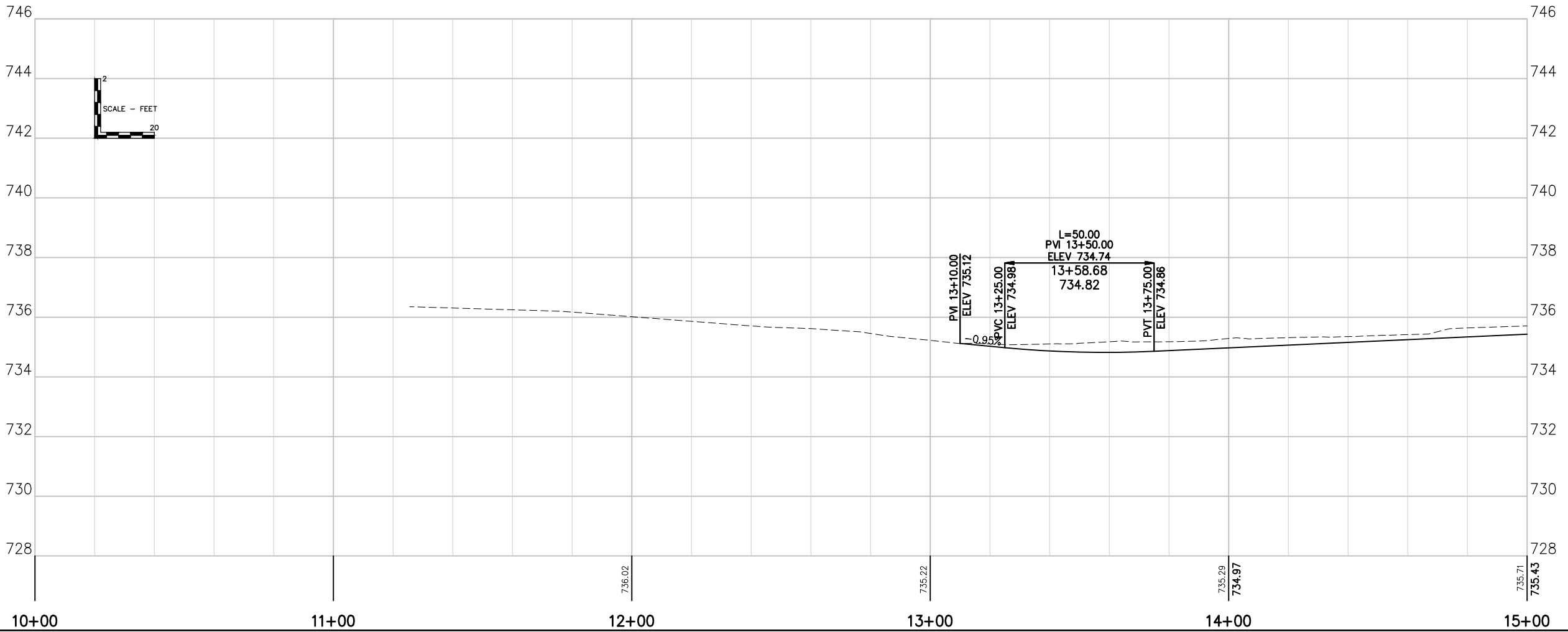
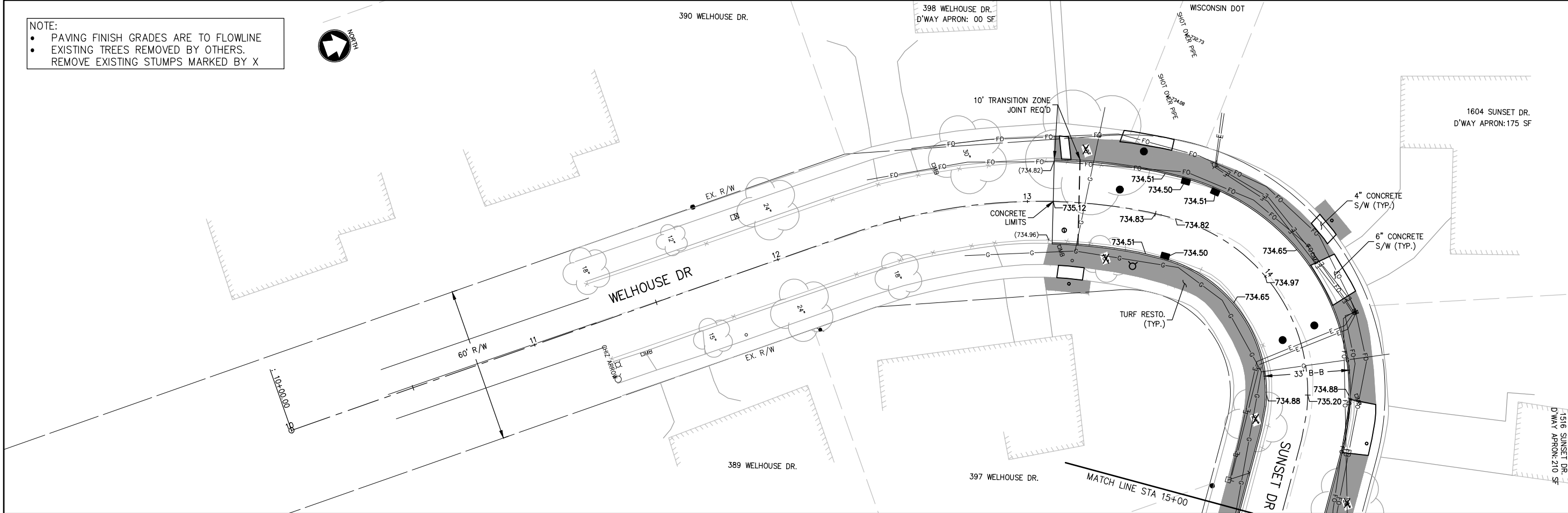
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NOTE:
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• EXISTING TREES REMOVED BY OTHERS.
• REMOVE EXISTING STUMPS MARKED BY X



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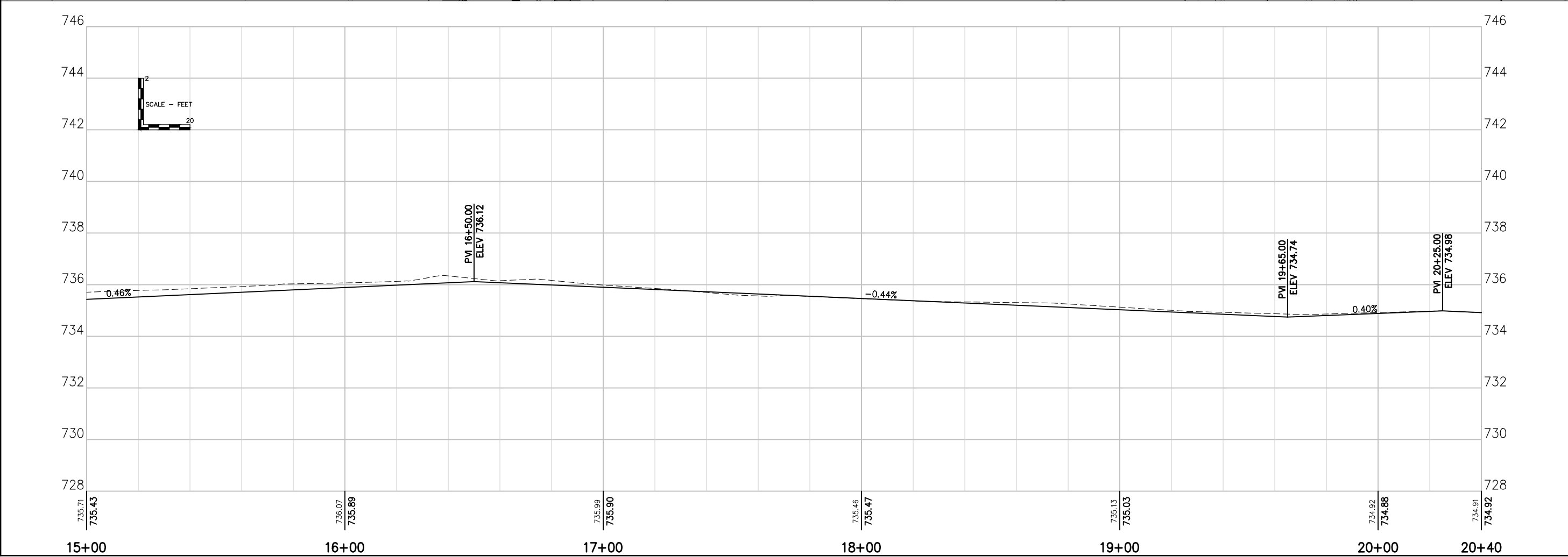
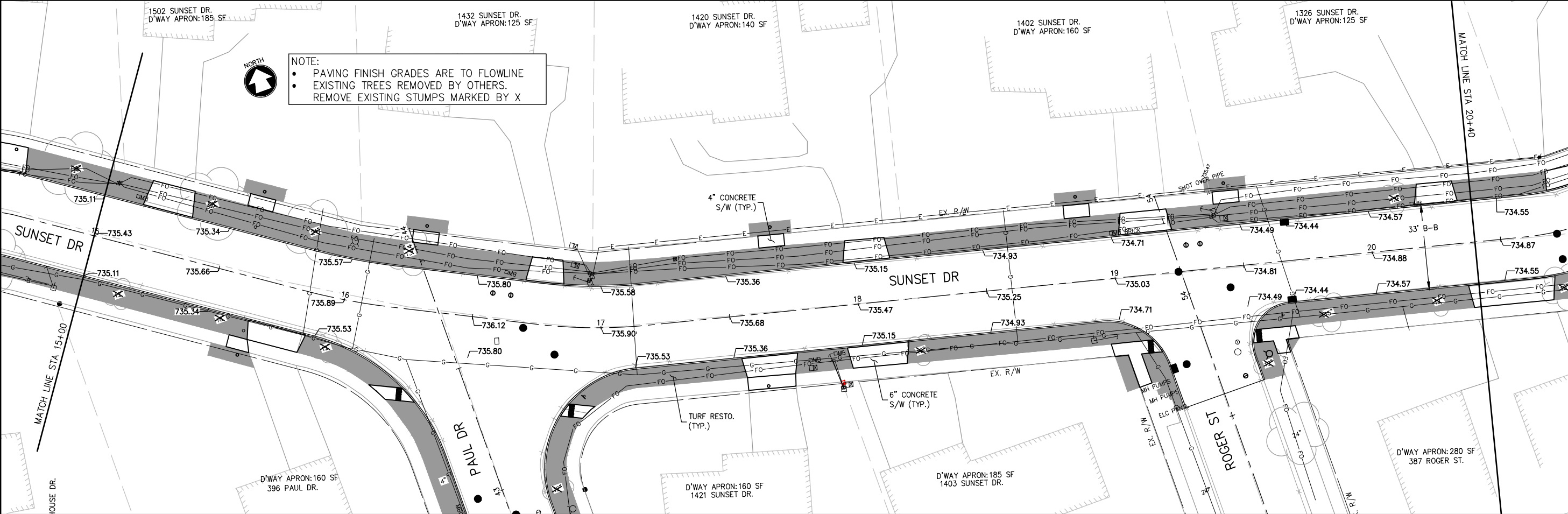
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SUNSET DRIVE STREET RECONSTRUCTION
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
SUNSET DRIVE - PLAN & PROFILE

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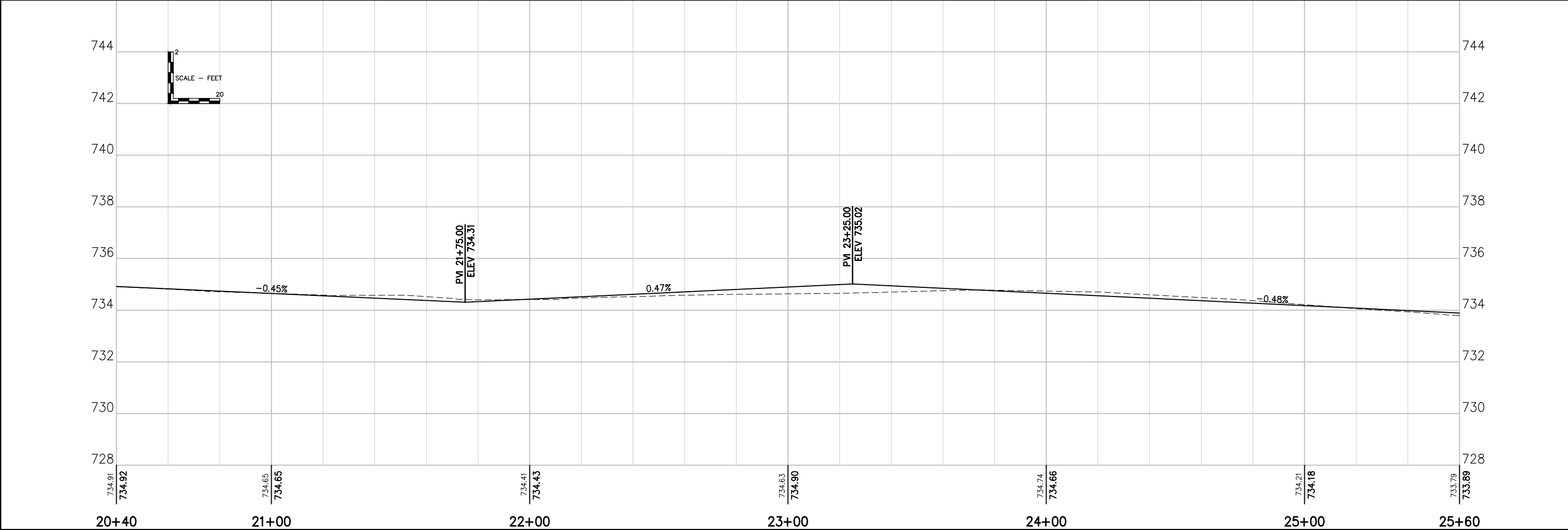
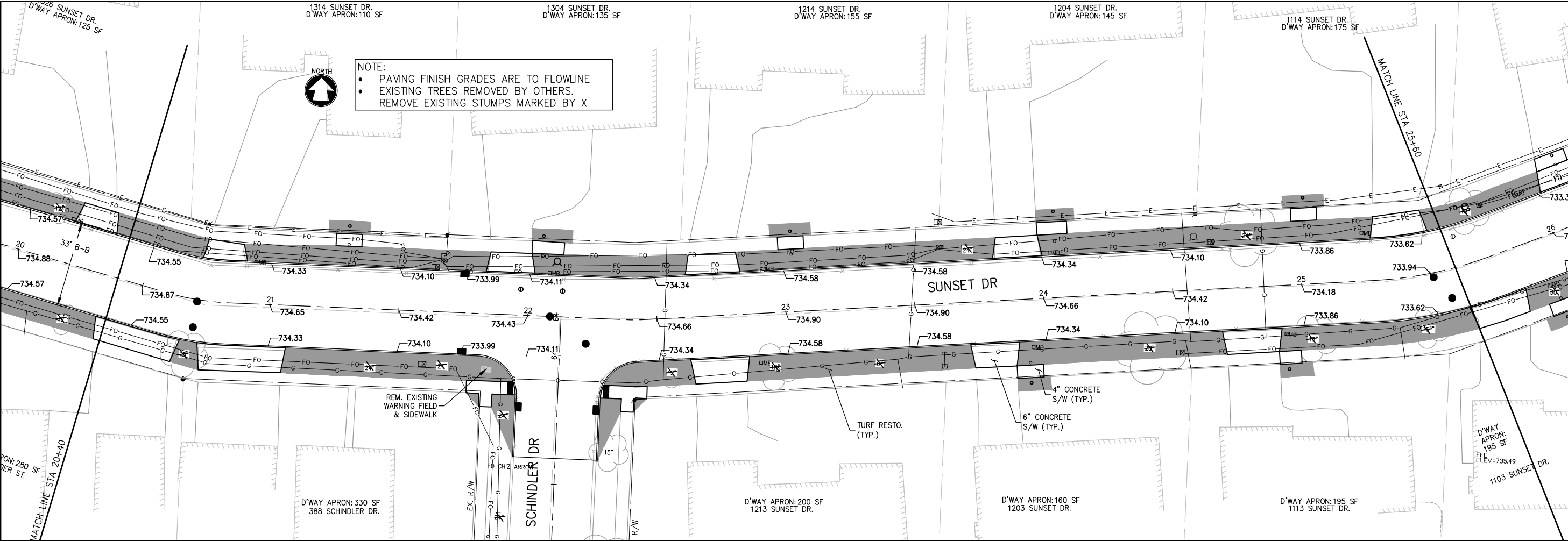
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SUNSET DRIVE STREET RECONSTRUCTION
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
SUNSET DRIVE - PLAN & PROFILE

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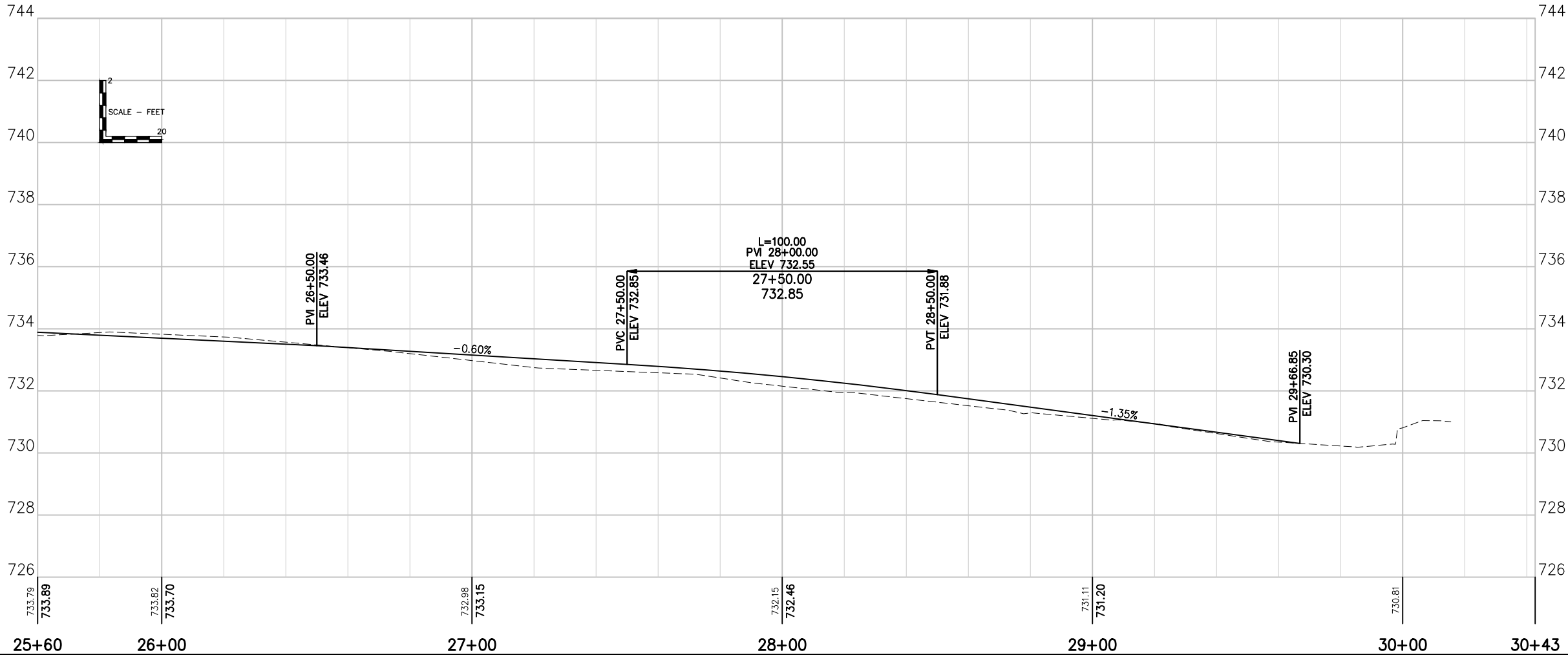
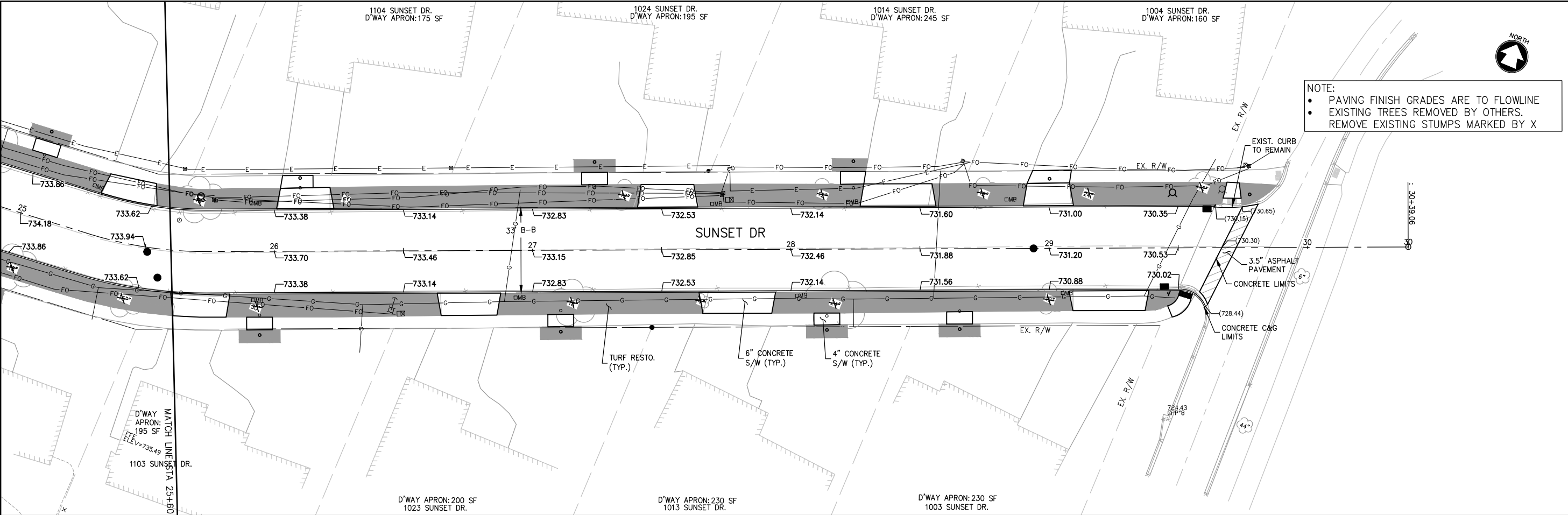
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SUNSET DRIVE STREET RECONSTRUCTION

VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI

SUNSET DRIVE - PLAN & PROFILE

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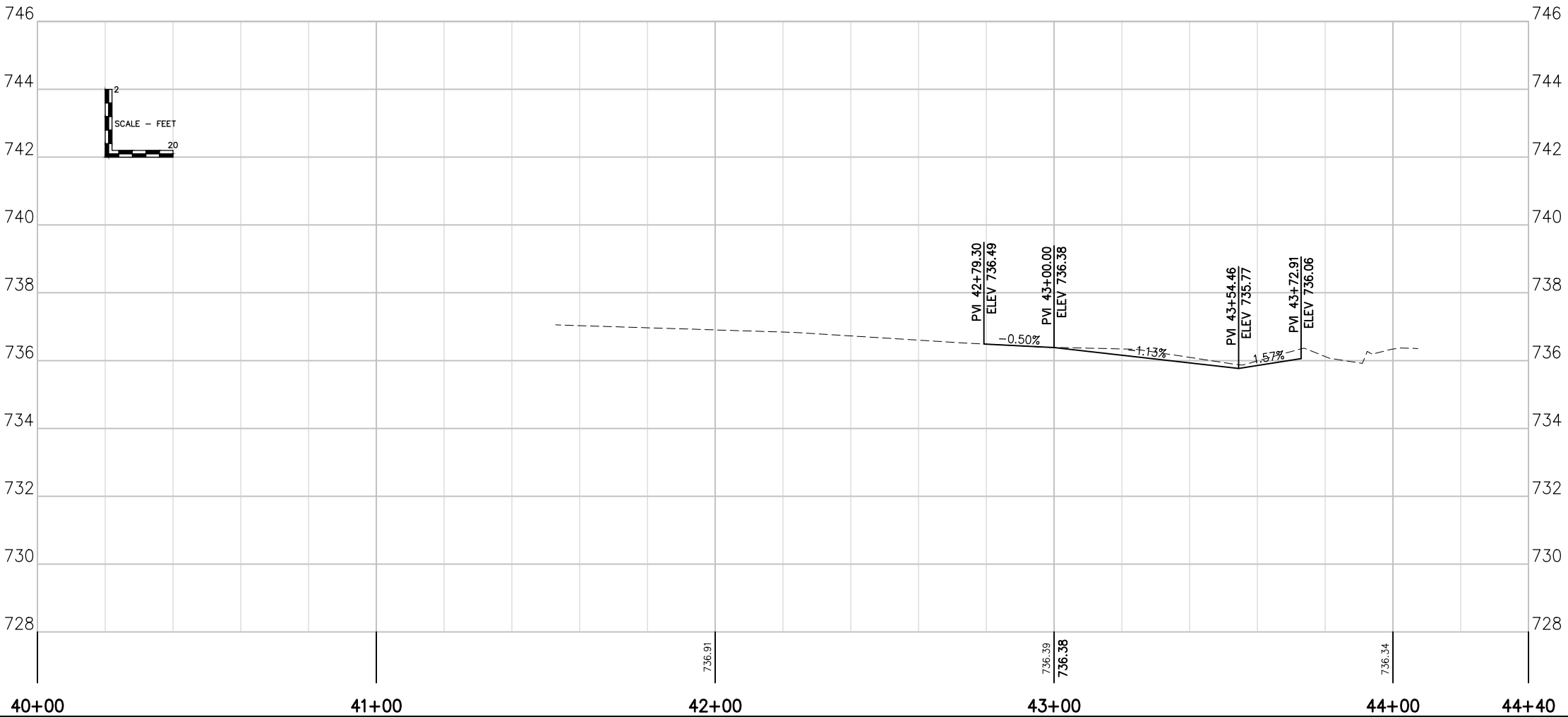
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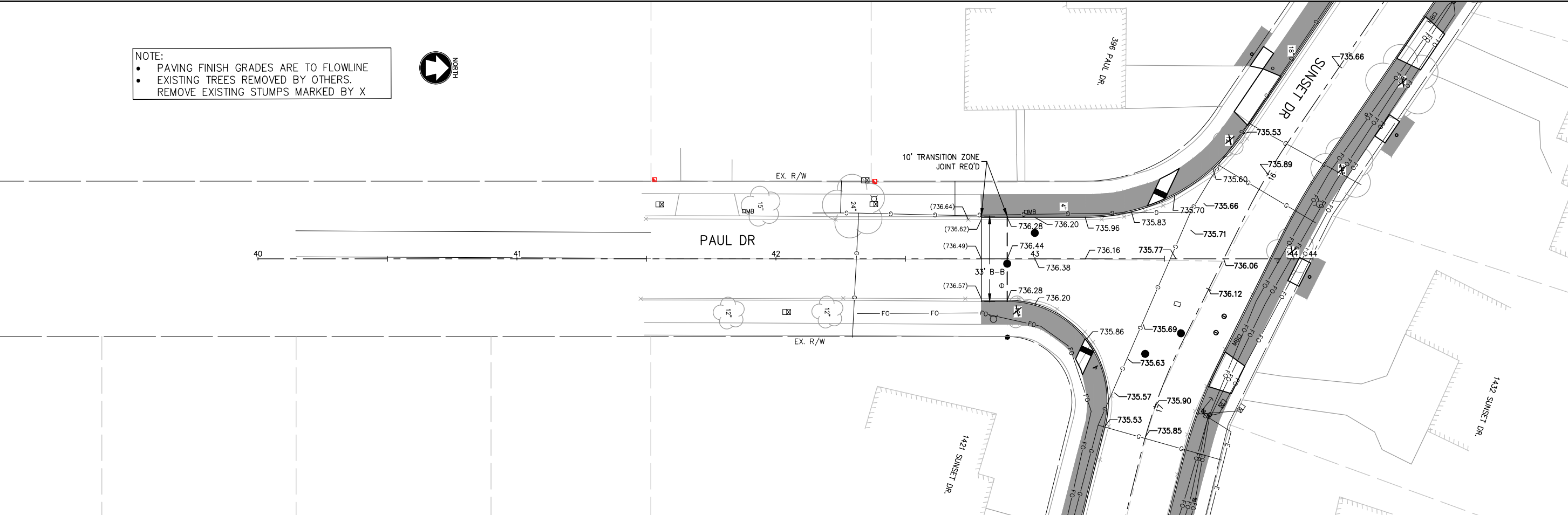
SUNSET DRIVE STREET RECONSTRUCTION
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
SUNSET DRIVE - PLAN & PROFILE

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- NOTE:
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 - EXISTING TREES REMOVED BY OTHERS.
 - REMOVE EXISTING STUMPS MARKED BY X



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DATE

2023

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SUNSET DRIVE STREET RECONSTRUCTION

VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI

PAUL DRIVE - PLAN & PROFILE

McMAHON

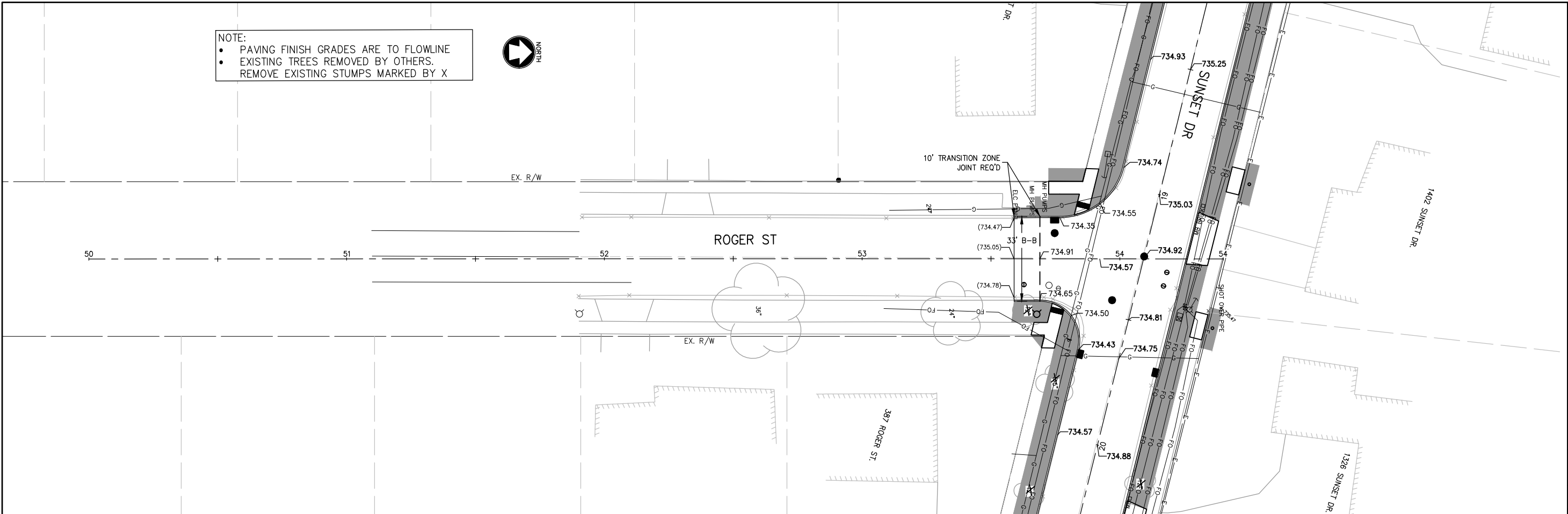
ENGINEERS & ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE NEENAH, WI 54956

Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025

PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



DESIGNED #	DRAWN #
PROJECT NO. K0001 09-22-00937	
DATE 2023	
SHEET NO. 08	

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The image displays four cross-section diagrams of a road, each showing a 7m wide road with 3.5m shoulders, a 1.5m median, and a 0.5m ditch. The diagrams are labeled with stationing: 27+00.00, 26+75.00, 26+50.00, and 26+15.00. Each diagram includes elevation data, stationing, and cross-slopes.

Station 27+00.00: The road is 7m wide with 3.5m shoulders. The centerline elevation is 733.15. The cross-slopes are 2.8% on the left and 6.1% on the right. The ditch is 0.5m wide and 18.50m deep.

Station 26+75.00: The road is 7m wide with 3.5m shoulders. The centerline elevation is 733.31. The cross-slopes are 3.9% on the left and 10.9% on the right. The ditch is 0.5m wide and 18.50m deep.

Station 26+50.00: The road is 7m wide with 3.5m shoulders. The centerline elevation is 733.46. The cross-slopes are 4.4% on the left and 6.7% on the right. The ditch is 0.5m wide and 18.50m deep.

Station 26+15.00: The road is 7m wide with 3.5m shoulders. The centerline elevation is 733.62. The cross-slopes are 8.7% on the left and 7.1% on the right. The ditch is 0.5m wide and 18.50m deep.

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The image displays four cross-section diagrams of a road, each corresponding to a specific stationing point. The diagrams are arranged vertically, showing the road's profile and elevations relative to a grid.

Station 28+50.00: The road profile is shown with a centerline (C/L) at elevation 731.88. The road width is 25.19 meters. The elevations at the edges are 732.37 and 730.34. The road is flanked by a 7.4% slope on the left and a 3.3% slope on the right. The centerline is marked with a 0.00 offset.

Station 28+00.00: The road profile is shown with a centerline (C/L) at elevation 732.46. The road width is 25.21 meters. The elevations at the edges are 732.87 and 730.92. The road is flanked by a 2.7% slope on the left and a 1.1% slope on the right. The centerline is marked with a 0.00 offset.

Station 27+75.00: The road profile is shown with a centerline (C/L) at elevation 732.68. The road width is 25.18 meters. The elevations at the edges are 733.23 and 731.14. The road is flanked by a 4.2% slope on the left and an 8.2% slope on the right. The centerline is marked with a 0.00 offset.

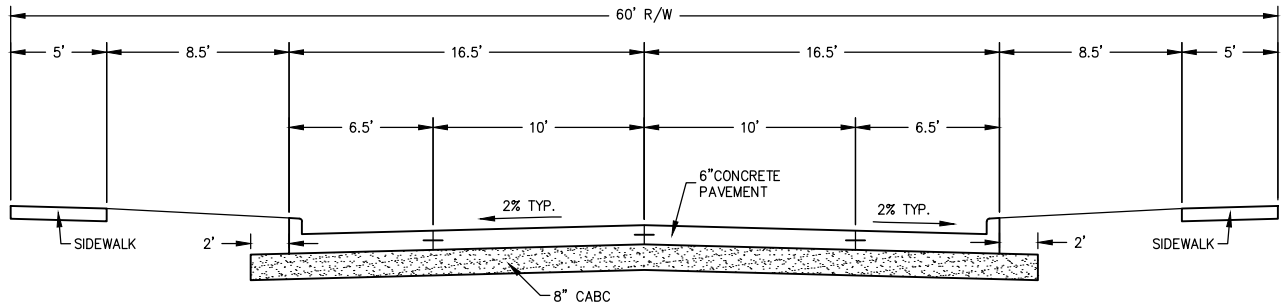
Station 27+50.00: The road profile is shown with a centerline (C/L) at elevation 732.85. The road width is 25.28 meters. The elevations at the edges are 733.21 and 731.32. The road is flanked by a 6.4% slope on the left and a 5.3% slope on the right. The centerline is marked with a 0.00 offset.

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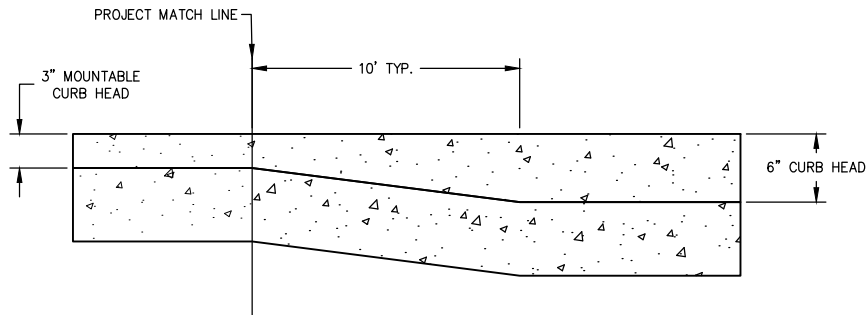
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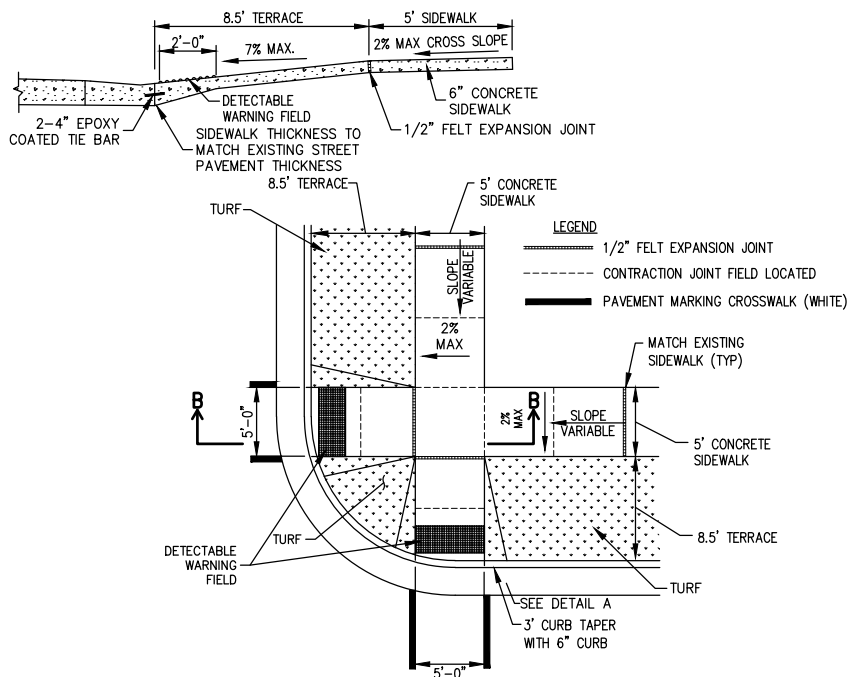
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SHEET NO. 22	



33' B-B TYPICAL SECTION

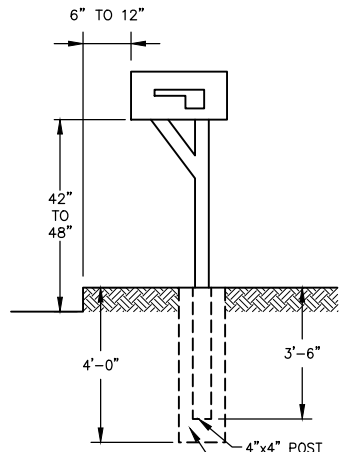


TYPICAL CURB TRANSITION DETAIL



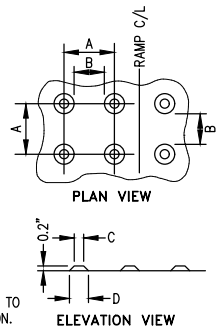
WHEN THE TERRACE IS LESS THAN 6'-0" IT MAY BE DIFFICULT TO ACHIEVE A 7% SLOPE, OR FLATTER, ON THE RAMP. REDUCE CURB HEIGHT IN TRIANGLE AREA TO ACHIEVE 7% SLOPE, OR FLATTER, ON RAMP.

TYPE 2 RAMP



1. BOTTOM OF MAILBOX MUST BE 42 TO 48 INCHES FROM ROADWAY SURFACE
2. FRONT OF MAILBOX MUST BE 6 TO 12 INCHES BACK FROM EDGE OF CURB OR ROADWAY

TYPICAL MAILBOX INSTALLATION

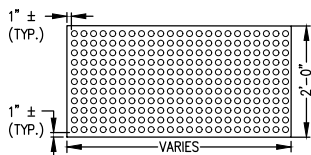


	MIN.	MAX.
A	1.6"	2.4"
B	0.65"	1.5"
C	*	*
D	0.9"	1.4"

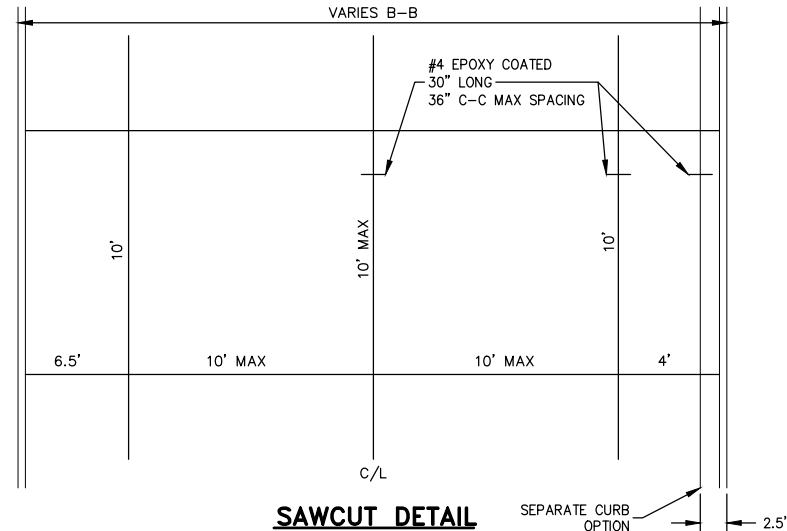
* THE C DIMENSION IS 50% TO 65% OF THE D DIMENSION.

TRUNCATED DOMES

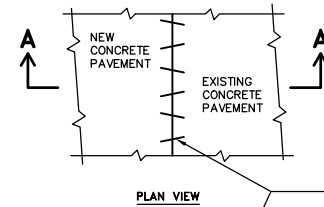
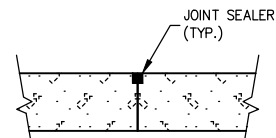
DETECTABLE WARNING PATTERN DETAIL



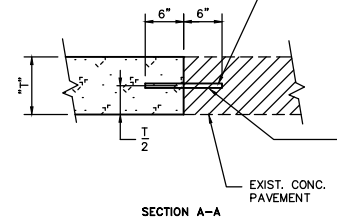
PLAN VIEW
DETECTABLE WARNING FIELD (TYPICAL)



SAWCUT DETAIL

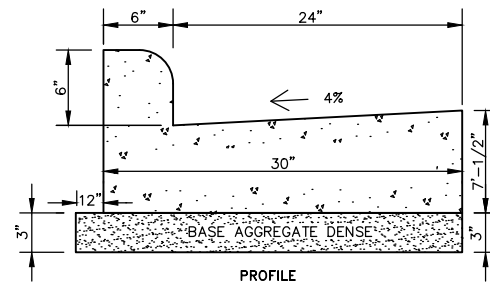


No. 6 TIE BARS SPACES @ 30" O.C. INSTALLED ON 6:1 SKEW HORIZONTALLY. DIRECTION OF SKEW ALTERNATING AFTER EVERY ONE OR TWO BARS.



THE HOLE FOR THE BAR SHALL BE DRILLED TO A DEPTH OF 7" AND TO SUCH A DIAMETER AS TO PROVIDE A TIGHT DRIVEN FIT.

PAVEMENT TIES

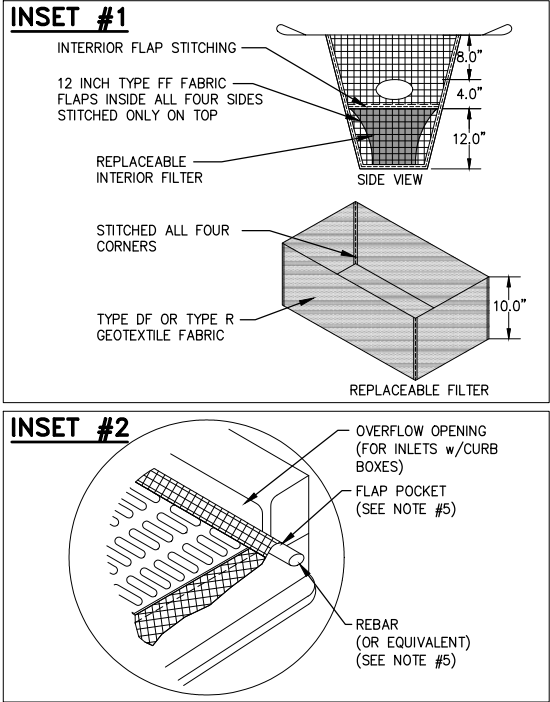


STREET CURB DETAIL
(SEPARATE CURB & GUTTER)

NO.	DATE	REVISION

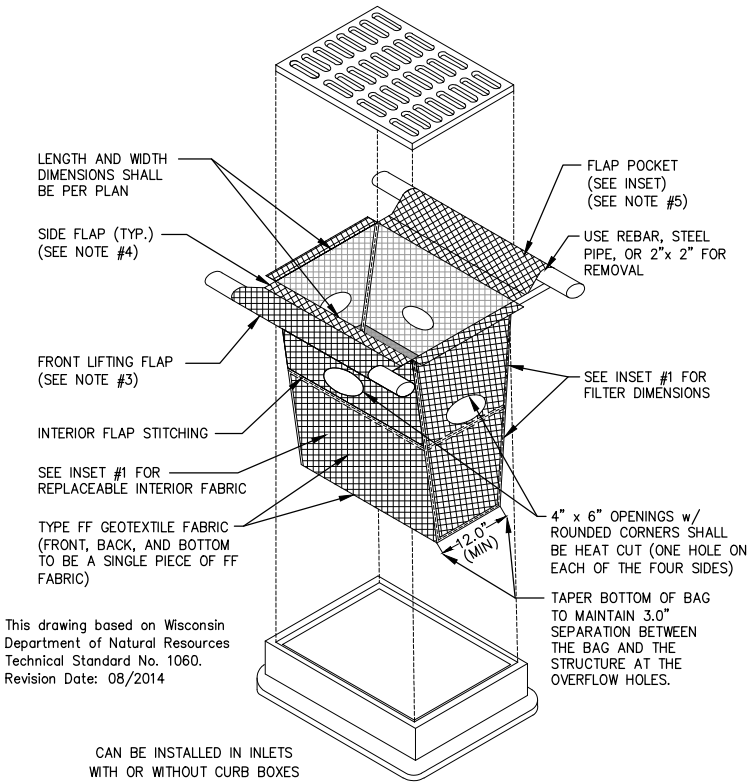
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DATE 2023	
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schmechel, WA\PROJECTS\K0001\09220637\CADD\Civil3D\Plan Sheets\Cover-Notes-Details.dwg, 25 erosion control details, Plot Date: 2/24/2023 2:06 PM, xrefs:none



GENERAL NOTES

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



This drawing based on Wisconsin Department of Natural Resources Technical Standard No. 1060.
Revision Date: 08/2014

MAINTENANCE NOTES

1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

INLET PROTECTION, TYPE D-M

SUNSET DRIVE STREET RECONSTRUCTION
Village Of Kimberly, Outagamie County, WI
EROSION CONTROL DETAILS

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