



# JACKSON COUNTY FLORIDA

## BOWDEN HILL ROAD

**Jackson County  
Board of County Commissioners**  
2864 Madison Street  
Marianna, FL 32448

**BID # - 1617-Eng 7**

**County Commissioners**  
District 1 - Willie Spires, PHD  
District 2 - Clint Pate, Vice Chairman  
District 3 - Chuck Lockey  
District 4 - Eric Hill, Chairman  
District 5 – Jim Peacock

**Earnie Padgett – County Administrator**

**County Engineer  
Larry Alvarez, P.E.  
2828 Owens Street  
Marianna, FL 32446  
Phone (850) 482-9677  
Fax (850) 482-9063  
Email [lalvarez@jacksoncountyfl.com](mailto:lalvarez@jacksoncountyfl.com)**

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**SECTION 00010  
ADVERTISEMENT FOR BIDS**

PROJECT NAME: Bowden Hill Road

Sealed bids, submitted in triplicate, will be received by the Board of County Commissioners of Jackson County, Florida, (Owner), until 1:00 p.m. (Central Time) August 31, 2017 at the County Engineer's Office (County Engineer, Larry Alvarez), 2828 Owens Street, Marianna, FL 32446 for the construction of the following described Project:

Bowden Hill Road

The Work involves installing 40' of 30" RCP plus 2 headwalls, cutting and replacing the roads, excavation and backfill to install the pipe, 8" limerock base, prime coat, 1-1/2" layer of SP 9.5 asphalt, a 1" layer of SP 9.5, 4" ditch paving, construct a weir, finish grade the shoulders prior to placing sod, Maintenance of Traffic (MOT), stormwater pollution prevention, cleaning and grading ditches and/or shoulders to provide positive drainage, and sod beside the road and beside the ditch paving and in the ditch bottom where disturbed (all sod will be pinned). The 1" layer of asphalt will not be placed until at least 30 days after the first lift is placed.

**A Non-Mandatory Pre-Bid Meeting** will be held on August 24, 2017 at 9:00 AM central time at the Jackson County Road Department. Potential bidders are encouraged to attend.

The deadline for receipt of questions will be August 28, 2017 at 2:00 PM Central Time. Questions must be submitted in writing to the County Engineer (email [lalvarez@jacksoncountyfl.com](mailto:lalvarez@jacksoncountyfl.com): fax (850) 482-9063) with a copy to the Jeannie Bean (email [jbean@jacksoncountyfl.com](mailto:jbean@jacksoncountyfl.com)).

Bids will be opened and recorded at 1:10 PM (or immediately thereafter) on August 31, 2017 at the Jackson County Board of County Commissioners Board Room at 2864 Madison Street. Bids may also be submitted to the County Engineer at the Board Room from 12:50 PM until 1:10 PM Central Time.

Bid documents will be open for public inspection after noon on August 14, 2017 at the Road and Bridge office at 2828 Owens Street. Bid documents can be obtained from:

County Engineer  
Attn: Larry Alvarez  
2828 Owens Street  
Marianna, Florida 32446  
(850) 482-9677

upon payment of \$ No Charge per set which amount constitutes the cost of reproduction and handling.

The Owner reserves the right to waive any informality or to reject any or all bids. Each Bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570. Bidders must be Pre-approved by FDOT or Jackson County and in good standing with FDOT and the County.

No bid may be withdrawn for a period of sixty days after the scheduled closing time for receipt of bids.

To the extent applicable to this project, attention of Bidders is particularly called to the requirements of the Special Provisions, conditions of employment to be observed, and minimum wage rates to be paid under the Contract (if applicable), Section 3, Segregated Facilities, Section 109 Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Florida, and bonding and insurance requirements.

**MINORITIES AND FEMALE CONTRACTORS AND SUBCONTRACTORS ARE ENCOURAGED TO BID.**

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE FORM OF BID PROPOSAL.

DATE: \_\_\_\_\_

**EQUAL OPPORTUNITY EMPLOYER  
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

**SECTION 00020**  
**INFORMATION FOR BIDDERS**

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**1.0 RECEIPT AND OPENING OF BIDS**

Bid Proposals will be received by the **Board of County Commissioners of Jackson County**, Florida, (herein called the "Owner") until time and place indicated in the "Advertisement for Bids", and then at said office publicly opened and read aloud.

Bids shall be submitted on the forms attached hereto, all blanks of which must be appropriately completed. The Bid shall be submitted in triplicate with original signatures on all forms and shall be enclosed in a sealed envelope clearly marked:

**SEALED BID ENCLOSED**  
**Attention: LARRY ALVAREZ, COUNTY ENGINEER**  
**2828 Owens Street**  
**Marianna, FL 32446**  
**Bowden Hill Road**  
**To be opened August 31, 2017 at 1:10PM (CT) Jackson County BCC**

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.

## **2.0 PREPARATION OF BID**

Each Bid Proposal must be submitted on the prescribed form and accompanied by all forms contained in sections 00300 through 00370. Photocopies of these forms are acceptable; however, each copy must contain an original (wet) ink signature. See Paragraph 3.0 concerning subcontractor certification requirements. All blank spaces for Bid prices must be completed in ink or typewritten, in both words and figures, and the Certifications and forms must be fully completed and executed when submitted.

Each must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, contractor's license number and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the office indicated above.

## **3.0 SUBCONTRACTS**

The Bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this Contract:

- A. Must be acceptable to the Owner after verification by the Department of Community Affairs of the current eligibility status; and
- B. Must submit a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Form 950.2; Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form 1422; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirement to which it was subject. Although the Bidder is not required to attach such Certifications by proposed subcontractors to his/her Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

## **4.0 TELEGRAPHIC MODIFICATION**

Any Bidder may modify his/her Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given the telegraphic modification.

## **5.0 QUALIFICATIONS OF BIDDERS**

The Owner may make such investigations as is deemed necessary to determine that the Bidder/Contractor has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature and complexity; and that he has the financial capability, past history, and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.

The Bidder or his subcontractor at the time of bid opening must have a current and valid state and/or local licenses for each type of work contemplated under this contract.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids may not be accepted.

## **6.0 BID GUARANTEE**

(Applicable if Total Bid with All Alternates is \$50,000 or more).

Each Bid shall be accompanied by a Bid Guarantee in the sum of not less than five (5) percent of the total amount Bid, including all additive alternates but excluding all deductive alternates, which shall be a certified check (certified checks offered as Bid Guarantees must have Florida documentary stamps attached), or cashier's check, or a bank draft made payable to the Owner, or a Bid Bond prepared and submitted on a copy of the form included with the Contract Documents. The Surety Company on said Bond shall be a duly authorized Surety Company satisfactory to the Owner. A Bid Bond must be signed or countersigned by a Florida Resident Insurance Agent. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of sixty (60) days after the scheduled closing time for the receipt of Bids, that if his Bid is accepted, he will enter into a formal Contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required Bond will be given; furthermore, in the event of the withdrawal of said Bid within said period, or failure to enter into said Contract and give said Bond within ten (10) days after he has received notice of acceptance of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular thereof. The Bid Guarantees shall be returned to all except the three lowest Bidders within fifteen (15) days after the formal opening of Bids. The Owner reserves the right to hold the Bid Guarantee of the three lowest Bidders until the Owner and the accepted Bidder have executed the Contract and the Performance and Payment Bond has been approved by the Owner. If the required Contract and the Bond have not been executed within sixty (60) days, or the length specified in the Proposal, if longer, after the date of the opening of the Bids, then the Bid Guarantee of any Bidder will be returned upon his request, provided he has not been notified of the acceptance of his Bid prior to the date of such request.

## **7.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of the Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the Bid.

## **8.0 TIME AND COMPLETION OF LIQUIDATED DAMAGES**

Bidder must agree to commence work within 10 days after the date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within time indicated in the "Proposal and Bid Form". Bidder must also agree to pay as liquidated damages, the amount indicated in the "Proposal and Bid Form" for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **9.0 CONDITIONS OF WORK**

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of our interference with the work of any other Contractor.

## **10.0 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specification or other pre-Bid Documents will be made to any Bidder orally. 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 emailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received after the date indicated in the advertisement will not be answered.

## **11.0 CONTRACT SECURITY AND INSURANCE**

Upon execution of a Contract for work covered by this project or parts of this project, the Contractor shall furnish a Surety Bond in an amount not less than 200 percent of the Contract price (100% Performance Bond and 100% Payment Bond) as set forth in Paragraph 29, General Conditions, of this Specification. The Surety Bond must remain valid for one year beyond the date of acceptance of the completed construction project. The Contractor(s) shall furnish the Owner with proof of carriage of insurance. The Contractor(s) will maintain Insurance as set forth in Paragraph 28 of the General Conditions and Paragraph 4 of the Supplemental General Conditions.

## **12.0 POWER OF ATTORNEY**

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

## **13.0 NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- A. Inspection and testing materials
- B. Insurance requirements.
- C. Wage rates.
- D. Inspection and testing of materials.
- E. Minimum wage rates.
- F. Section 3 requirements.
- G. Section 109 requirements.
- H. Segregated facilities.

## **14.0 LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## **15.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **16.0 CONDITIONS OF WORK AND VISIT TO SITE**

Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract and the employment of labor thereon. Bidder shall thoroughly examine and be familiar with specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the Contract(s). The submission of a Bid shall be taken as prima facie evidence of compliance with this Section. The Bidder has not relied on and will not rely on any statement, disclosure, representation or warranty with respect to any matter affecting the Bid or any failure (alleged or actual) of the Owner to make any disclosure of any latent or other site conditions.

#### **17.0 SUBSOIL AND GROUNDWATER CONDITIONS**

Each Bidder is expected to take his or her own soil investigations at the site(s) to determine and satisfy himself / herself of the actual site conditions and types of the subsoil quality and groundwater that exists and will be required to work in and prepare their Bid accordingly.

#### **18.0 QUANTITIES**

Quantities shown in the Proposal and Bid Form are approximately only and are subject to either increase or decrease. The quantities indicated are based on the actual scope of the project as shown on the drawings. Should the quantities of any of the items of the work be increased, the Contractor(s) proposes to do the additional work at the unit Bid prices; and should the quantities of any item be decreased, the Contractor(s) understands that payment will be made on actual quantities constructed and accepted at the unit Bid price, and will make no claim for anticipated profits for any decrease in quantities.

#### **19.0 BASIS OF BID**

Bids shall be submitted on the Base Bid, Additive Alternates, and Deductive Alternates as indicated. No Proposal shall contain limitations regarding the award of the Contract in which the limitations are at the option of the Bidder.

#### **20.0 AWARD OF CONTRACT**

The Contract will be awarded to the lowest, responsive, responsible Bidder, provided the Bid is reasonable and it is in the interest of the Owner to accept. The Owner reserves the right to reject any or all Bids and to waive informalities. If at the time of Award of Contract funds for construction exceed the lowest Base Bid submitted by a responsible Bidder, the award will be for the Base Bid, plus Additive Alternates determined for inclusion by the Owner; however, if the Base Bid exceeds the estimated funds for construction, the Base Bid combined with such Deductive Alternates applied in numerical order as listed in the Proposal and Bid Form to produce a net amount which is within the available funds.

#### **21.0 DEDUCTIVE OR ADDITIVE ALTERNATES**

The prices Bid in the Base Bid portion of the Bid and Proposal Form shall be utilized in preparing the Deductive or Additive Alternate portions of the Bid and Proposal Form.

#### **22.0 PAYMENTS**

Payment for all work or equipment will be made by the Owner in accordance with the terms set out in the Contract(s). Estimates will be made by the Contractor(s) and checked by the Engineer.

#### **23.0 CERTIFICATIONS**

Before any payments, either partial or final, may be made to the Contractor(s) for work performed, written certification must be filed with the Owner by the Contractor(s) that the items for which requisition for



payment is made have not been paid and that there are no vendors', mechanics' or other liens or rights to lien or conditional sale Contracts which should be satisfied or discharged before such payment is made.

#### **24.0 PLANS AND SPECIFICATIONS**

The Contractor(s) will be furnished three sets of plans and technical specifications by the Owner for use in construction. Additional sets may be obtained by the Contractor(s), on request, at the cost of reproduction and distribution listed in "Advertisement for Bids".

#### **26.0 LIMITATION OF DAMAGES**

The Bidder agrees and acknowledges that the Owner shall not be liable to Bidder or to any other person, firm, corporation, or company for any general, special, consequential or other damages (including, but not limited to, loss of profits) arising out of the Bidding process and the awarding or failure to award of the Project to the Bidder or to any other person, firm, corporation or company.

**END OF SECTION**

**SPECIAL PROVISIONS – BOWDEN HILL ROAD**

1. *IN THE EVENT OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS, THE FOLLOWING ORDER OF PRECEDENCE SHALL APPLY TO RESOLVE ANY CONFLICT WITH SMALLER ITEM NUMBERS TAKING PRECEDENCE OVER LARGER NUMBERED ITEMS:*
  - 1.1. CONTRACT AGREEMENT
  - 1.2. SPECIAL PROVISIONS
  - 1.4. QUANTITIES, PLANS, AND BID PROPOSAL
  - 1.6. FDOT STANDARDS AND SPECIFICATIONS
2. *CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ENVIRONMENTAL RULES AND REGULATIONS AND PREVENTION OF EROSION AND POLLUTION OF OTHER PROPERTY AND WATER BODIES.*
3. *THE COUNTY MAY DELETE OR ADD QUANTITIES AT THE ESTABLISHED UNIT PRICE AS NEEDED AT ENGINEERS DISCRETION. THERE IS NO LIMITATION ON WHICH QUANTITIES MAY BE REDUCED OR ELIMINATED.*
4. *CONTRACTOR WILL WARRANT ALL WORK FOR THREE YEARS. AT THE END OF THE WARRANTY PERIOD, CONTRACTOR SHALL CORRECT ALL DEFECTS THAT ARE PART OF THE WORK. THIS WORK IS INCLUDED IN THE CONTRACT. CONTRACTOR WILL NOT BE PAID ADDITIONAL FOR CORRECTION OF DEFECTS.*
5. *CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, AND SHALL SUBMIT AN MOT PLAN IF REQUESTED. PAYMENT FOR TEMPORARY SIGNS AND STRIPING ARE INCLUDED IN THE LINE ITEM FOR MAINTENANCE OF TRAFFIC.*
6. *WHERE PIPES, MITERED ENDS, OR HEADWALLS ARE BEING REPLACED, IF UNSUITABLE MATERIAL IS ENCOUNTERED IT SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR TO 6" BELOW THE BOTTOM OF PIPES OR STRUCTURE. PAYMENT FOR REMOVAL AND DISPOSAL OF THIS UNSUITABLE MATERIAL SHALL BE INCLUDED IN THE ITEM FOR THE WORK, WHICH SHALL INCLUDE ALL COST ASSOCIATED WITH THE UNSUITABLE MATERIAL. CONTRACTOR SHALL PROVIDE REPLACEMENT MATERIAL INCLUDED IN THESE SAME PAY ITEMS.*
7. *INVOICES SHALL BE SUBMITTED TO THE COUNTY ENGINEER IN COUNTY FORMAT. CHECKS ARE WRITTEN BY THE FINANCE DEPARTMENT ONLY ON THE DATES OF REGULAR BOARD MEETINGS. CORRECT INVOICES MUST BE SUBMITTED AT LEAST 2 WEEKS PRIOR TO THE SCHEDULED BOARD MEETING TO ALLOW TIME FOR ALL NECESSARY APPROVALS. PRIOR TO SUBMITTING ANY INVOICES, CONTRACTOR SHALL SUBMIT A LIST OF PAY ITEMS TO THE COUNTY ENGINEER AND INSPECTOR FOR APPROVAL. THE APPROVED LIST SHALL BE USED AS A BASIS FOR INVOICING AND PAYMENT. AN INVOICE WILL END ON THE LAST DAY OF EACH MONTH.*
8. *CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH APPLICABLE CODES AND STANDARDS.*
9. *PRIOR TO ANY EXCAVATION OR DIGGING, CONTRACTOR SHALL NOTIFY UTILITY OWNERS AND HAVE UTILITIES LOCATED THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC. (1-800-432-4770) 48 HOURS IN ADVANCE OF BEGINNING ANY CONSTRUCTION ON THE SITE. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES AS NEEDED. CAUTION MUST BE USED IN LOCATING UTILITIES PRIOR TO INSTALLING ANY SIGNS, RELOCATING MAILBOXES AND ALL OTHER ACTIVITIES THAT INVOLVE DIGGING. UTILITY COMPANY CONTACTS LISTED BELOW.*

*Comcast Cable Company – Jeff Smith -850-770-8056; Century Link – Michael Hagler 850-209-5776; Florida Public – Harold Dunham 850-209-1575; West Florida Electric – Keith Varnum 850-326-0661; AT&T- Brett Butler 850-683-3071*
10. *CONTRACTOR SHALL MAINTAIN ACCESSIBILITY TO DRIVEWAYS AND MAILBOXES DURING CONSTRUCTION, AND SHALL REPLACE ANY DAMAGED MAILBOXES IN ACCORDANCE WITH FDOT INDEX 53, AND REPAIR OR REPLACE DAMAGED DRIVEWAYS.*
11. *CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. IF ANY SUCH MATERIALS ARE REQUIRED IN THE CONSTRUCTION, CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE COUNTY ENGINEER PRIOR TO BRINGING SUCH MATERIALS ONTO THE PROJECT, AND SHALL PROVIDE COPIES OF MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH SUCH MATERIAL PROPOSED TO BE USED ON THE PROJECT. FLORIDA LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL. SUCH PRODUCTS DO NOT REQUIRE A MSDS SUBMITTAL.*
12. *ANY PUBLIC LAND CORNER MARKER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION SHALL BE IDENTIFIED BY CONTRACTOR AND PROTECTED. MARKERS IN THE PAVEMENT SHALL BE LOCATED BY CONTRACTOR AND REPLACED AFTER COMPLETION OF ALL FINISH LAYER OF ASPHALT. ANY MARKERS THAT ARE DAMAGED BY CONTRACTOR SHALL BE REPLACED BY CONTRACTOR AT CONTRACTOR'S EXPENSE.*
13. *PRIOR TO BRINGING PLANTS OR SOD ON SITE, CONTRACTOR SHALL PROVIDE CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY TO ENSURE THAT THE SOD, HAY, STRAW BALES, AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.*
14. *CONTRACTOR SHALL NOT WORK ON COUNTY ROADS ON THE FOLLOWING COUNTY OBSERVED HOLIDAYS:*

<i>JANUARY 1</i>	<i>NEW YEARS DAY</i>
<i>JANUARY (3<sup>rd</sup> MONDAY)</i>	<i>MARTIN L. KING, Jr. DAY</i>
<i>FRIDAY BEFORE EASTER</i>	<i>GOOD FRIDAY</i>
<i>MAY (LAST MONDAY)</i>	<i>MEMORIAL DAY</i>
<i>JULY 4</i>	<i>INDEPENDENCE DAY</i>
<i>SEPTEMBER (FIRST MONDAY)</i>	<i>LABOR DAY (FIRST MONDAY OF THE MONTH)</i>
<i>NOVEMBER 11</i>	<i>VETERANS DAY</i>
<i>NOVEMBER (4<sup>TH</sup> THUR &amp; FRI)</i>	<i>THANKSGIVING and DAY AFTER</i>
<i>DECEMBER 24 – 25</i>	<i>CHRISTMAS EVE &amp; CHRISTMAS DAY</i>

15. *UPON SIGNING OF THE CONTRACT, CONTRACTOR SHALL IMMEDIATELY ACCEPT FULL RESPONSIBILITY FOR THE MAINTENANCE OF THE PROJECT AREA, SIGNS, AND ANY OTHER WORK NECESSARY FOR MAINTAINING A SAFE ROADWAY. PRIOR TO FINAL INSPECTION, CONTRACTOR SHALL CLEAN SILT AND DEBRIS FROM ALL CROSS AND SIDE PIPES AND DITCHES TO PROVIDE POSITIVE FLOW AND PREVENT WATER FROM STANDING IN PIPES AND AT THE END OF PIPES.*
16. *CONSTRUCTION DEBRIS GENERATED BY CONTRACTOR DURING CONSTRUCTION OF THIS PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR IN AN APPROVED DISPOSAL SITE AT CONTRACTOR'S EXPENSE.*
17. *CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION SIGNS VISABLE AT ALL TIMES.*
18. *CONTRACTOR SHALL REVIEW THE SITE AND UNDERSTAND THE REQUIREMENTS OF THE WORK PRIOR TO BIDDING. BY SUBMITTING A BID, CONTRACTOR ACCEPTS THIS RESPONSIBILITY FOR HAVING REVIEWED THE SITE.*
19. *WHEN PLACING THE FINAL LAYER OF ASPHALT, CONTRACTOR SHALL TAKE CARE TO RESTORE THE CROWN AS CLOSE AS POSSIBLE TO A 2% CROSS SLOPE OR TO MATCH THE EXISTING CROSS SLOPES TO ENSURE POSITIVE DRAINAGE OFF THE PAVEMENT.*
20. *SOD SHALL BE BAHIA (BURMUDA WILL NOT BE ALLOWED ON SITE).*
21. *CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION BY USING FLAGMEN AND MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS INDEX 600. TRAFFIC SHALL NOT BE STOPPED FOR MORE THAN EIGHT (8) MINUTES AT A TIME FOR EITHER DIRECTION.*
22. *ALL FILL SHALL BE APPROVED BY ENGINEER/INSPECTOR PRIOR TO BEING BROUGHT ON SITE AND THE SOURCE OF FILL SHALL BE APPROVED BY ENGINEER/INSPECTOR.*
23. *FENCES SHALL BE MAINTAINED TO PREVENT ESCAPE OF ANIMALS (LIVESTOCK AND PETS). IF THE FENCE IS DAMAGED, IT SHALL BE REPLACED IMMEDIATELY BY CONTRACTOR AT CONTRACTOR'S EXPENSE.*
24. *WORK ON SATURDAY OR SUNDAY MUST BE APPROVED IN WRITING BY ENGINEER BY THE PREVIOUS THURSDAY.*
25. *MAILBOXES SHALL BE PROTECTED AND RELOCATED DURING THE WORK AS NEEDED. MAILBOXES DAMAGED OR LOST BY CONTRACTOR SHALL BE REPLACED BY CONTRACTOR AT CONTRACTOR'S EXPENSE.*

BIDDERS NAME \_\_\_\_\_

SECTION 00300

PROPOSAL AND BID FORM  
(Submit in triplicate)

Proposal of: \_\_\_\_\_ (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as a partnership ( ), corporation ( ), individual ( ).

To: COUNTY OF JACKSON, FLORIDA (hereinafter called "Owner").

Gentlemen/Ladies:

The proposal contemplates performing the Work necessary to have a complete and operational system in accordance with all applicable codes and requirements governing the work. Items not specifically listed in the Bid Proposal or Contract Documents, but necessary for proper construction and operation of the system shall be considered to be included in the bid price of the item for which they are associated. No additional compensation will be paid for such items.

The Bidder, in compliance with your invitation for bids for the construction of:

**Bowden Hill Road**

having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

Bidder hereby agrees to commence Work under this contract within ten (10) days after the date stated in written "Notice to Proceed" from the Owner.

The work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for Final Payment in accordance with the General Conditions within 75 calendar days after the date when the Contract Times commence to run.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with the General Conditions. It shall be specifically noted that time extensions are granted only for abnormal weather conditions as it relates to rain days. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred and Fifty no/100 Dollars (\$450.00) for each day that expires after the time specified above for Substantial Completion until the work is substantially complete. In addition, the Owner may also identifiable special, consequential, and/or incidental damages. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time specified above for completion and readiness for final payment of any proper extension thereof granted by Owner, Contractor, shall also pay Owner Four Hundred Dollars and no/100 Dollars \_ (\$ 400.00) for each day that expires after the time specified for completion and readiness for final payment.

The unit prices contained in the Bid Schedules shall include all labor, materials, equipment, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to award part(s) of the Contract, if applicable, separately, in combination, or as one Contract. The Owner reserves the right to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the

BIDDERS NAME \_\_\_\_\_

scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by the Contract Documents. The Bid Security attached in the sum of Five (5) Percent of the total amount of the Bid is to become the property of the OWNER in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competition.

Respectfully submitted,

\_\_\_\_\_  
Company Name (Typed)

\_\_\_\_\_  
Address (Typed)

\_\_\_\_\_  
City State Zip (Typed)

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Business Fax Number

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed)

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Federal Tax I.D. Number

Acknowledgement is hereby made of receipt of the following addenda, if any:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**CORPORATE SEAL**

BIDDERS NAME \_\_\_\_\_

<b>Bowden Hill Road</b>				
Mobilization, Gen. Cond.	LS	1	\$10,000.00	\$10,000.00
Traffic Control and Signs	LS	1	\$6,000.00	\$6,000.00
30" RCP	LF	40	\$110.00	\$4,400.00
30" Headwall	Each	2	\$4,000.00	\$8,000.00
Clean 2 Existing Pipes	LS	1	\$2,000.00	\$2,000.00
6" Limerock Base Material	ton	5	\$50.00	\$250.00
1-1/2" Asphalt	LS	1	\$300.00	\$300.00
1" Asphalt	LS	1	\$300.00	\$300.00
4" Ditch Paving	SY	307	\$35.00	\$10,733.33
4" Ditch Paving North of Sills	SY	33	\$35.00	\$1,166.67
Sod	SY	227	\$3.50	\$793.33
Weir	CY	3	\$1,500.00	\$4,500.00
Fill Dirt	LS	1	\$1,000.00	\$1,000.00
<b>Total</b>				\$49,443.33

BIDDERS NAME \_\_\_\_\_

### TRENCH EXCAVATION SAFETY CERTIFICATION

Pursuant to Florida Statutes 553.63, the Contractor or Subcontractor when performing trench excavation in excess of five feet (5') will comply with the following requirements:

- (1) The Contract bid submitted by the contractor who will perform such excavation shall include:
  - a. A reference to the trench safety standards that will be in effect during the period of construction of the project.
  - b. Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.
  
- (2) A contractor perform trench excavation shall:
  - a. As a minimum, comply with the excavation safety standards which are applicable to a project.
  - b. Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.
  - c. If any geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the project. This paragraph shall not require the owner to obtain geotechnical information.
  
- (3) The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

The contractor shall complete this form and submit it to the owner as a part of the bidding proposal package.

The undersigned, herein called "Bidder", has determined to his/her own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed properly on this project.

BIDDERS NAME \_\_\_\_\_

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure Measure (Description)	Units of (Quantity) (LF, SY)	Unit Cost	Unit Cost	Extended
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total \$	_____

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



BIDDERS NAME \_\_\_\_\_

**STATEMENT OF EXPERIENCE**

Bidder: \_\_\_\_\_

How Long in Business: \_\_\_\_\_ At Current Address \_\_\_\_\_

Principals: \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Title \_\_\_\_\_

Number of Personnel Currently Employed: \_\_\_\_\_

Number of Personnel Available for Project: \_\_\_\_\_

Gross Construction Revenue for Previous Year \$ \_\_\_\_\_

Type of Work Normally Performed: \_\_\_\_\_

Bidder must list largest 10 projects completed or currently under construction within the past 18 months, performed either as general contractor or sub contractor. List projects in order of dollar value from greatest to least. Do not omit any projects. Failure to include project may result in determination of non-responsive bid.

1. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

2. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

3. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

4. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

5. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

6. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

7. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

8. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

9. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

10. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

**SUBCONTRACTOR LISTING**

The Bidder has fully investigated each subcontractor listed and has in his/her files evidence that each subcontractor fully complies with the requirements of these specifications, has engaged successfully in the line of work for a reasonable period of time, that it maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he/she had made similar installations in a satisfactory manner.

<u>Name of Subcontractor</u>	<u>Description of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**EQUIPMENT AND MATERIAL LISTING**

The Bidder will furnish the following items of equipment and materials:

<u>Name of Manufacturer</u>	<u>Description of Material and Equipment</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SECTION 00500**

**CONTRACT**

THIS AGREEMENT, is dated as of the \_\_\_\_ day \_\_\_\_\_, in the year 20\_\_\_\_, by and between JACKSON COUNTY, a political subdivision of the State of Florida (hereinafter called OWNER) and \_\_\_\_\_(hereinafter called CONTRACTOR).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction generally described as follows:

**Bowden Hill Road**

hereinafter called the project, for the sum of (in words and figures): \_\_\_\_\_dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTOR's own proper cost and expense to furnish all the materials, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by Larry Alvarez, County Engineer, herein entitled the Architect/Engineer; and as numbered in the Information for Bidders and Table of Contents, all of which are made a part hereof and collectively evidence and constitute the contract.

The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 75 days after the date when the Contract Times commence to run.

*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 completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It shall be specifically noted that time extensions are granted only for abnormal weather conditions as it relates to rain days. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Fifty and no/100 dollars (\$ 450.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Four Hundred and no/100 dollars (\$ 400.00) for each day that expires after the time specified for completion and readiness for final payment.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions.

The OWNER and the CONTRACTOR shall also be bound by and comply with each of the provisions included in Attachment A which is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, each of which shall be deemed an original. This agreement will be effective in the year and day first above mentioned.

Jackson County, Florida, Owner

2864 Madison Street, Marianna, FL 32448

\_\_\_\_\_  
Contractor

\_\_\_\_\_

\_\_\_\_\_  
Address

License No. \_\_\_\_\_

Fed. Tax I.D. No. \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Eric Hill, Chairman  
Name and Title

Attest: \_\_\_\_\_

[CORPORATE SEAL]

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

[CORPORATE SEAL]

## ATTACHMENT A

### 1. Termination (Cause or Convenience)

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the owner for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1a above.
- c. If termination for default is effected by the owner, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the owner because of the contractor's default.

If termination for convenience is effected by the owner, the equitable adjustment shall include reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs a or b above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination, the owner may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the contractor. In such event, adjustment of the contract price shall be made as provided in paragraph c above.

### 2. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the owner and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

### 3. Compliance

The contractor shall comply with all of the following:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- b. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

#### 4. Access to Records

The owner, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 5. Retention of Records

The contractor shall retain all records relating to this contract.

#### 6. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

#### 7. Energy Efficiency

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### 8. Conflicts with Other Clauses

If this contract contains any clause(s) which conflict with the above clauses, then this contract will be governed by the clause(s) contained in this Attachment A. In the event of conflict between the contract documents, the following order of precedence shall apply to resolve any conflict with smaller item numbers taking precedence over larger numbered items:

- 1.1. *CONTRACT AGREEMENT*
- 1.2. *SPECIAL CONDITIONS, FEDERAL PROVISIONS, FHWA 1273, FEDERAL AID REQUIREMENTS*
- 1.3. *SPECIAL PROVISIONS*
- 1.4. *PLANS, NOTES, QUANTITIES, and BID PROPOSAL*
- 1.5. *GENERAL CONDITIONS*
- 1.6. *FDOT STANDARDS AND SPECIFICATIONS*

Any provisions of the Contract Documents related to conditions of payment or performance of the Work by the Contractor may be waived by the Owner. Nothing in these conditions or any other Contract Documents shall be deemed to give any rights or remedies to any person, other than the Contractor or the Owner (or as otherwise may be required by statutory law). There are no intended third party beneficiaries of the Contract Documents

#### 9. Hold Harmless FDOT and Jackson County - the following language shall be included in all contracts and subcontracts:

Contractor shall indemnify, defend, save, and hold harmless the DEPARTMENT, COUNTY, and all of their officers, agents, consultants or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees.



SECTION 00650

RELEASE OF LIEN

STATE OF FLORIDA  
COUNTY OF JACKSON

I, \_\_\_\_\_, having been first duly sworn, do now depose and say: That all persons, firms, and corporations, who have furnished services, labor, or materials for use on the Jackson County, Florida, Project Contract No. 1617 ENG 7 (if applicable, Florida Department of Community Affairs, Small Cities Community Development Block Grant (CDBG), FDOT FPID No. \_\_\_), have fully completed their respective work, and it has been accepted by the Owner of said real estate; and there are no bills for labor or materials or appliances in connection with such construction which have not been paid.

\_\_\_\_\_  
Contractor's Representative

(SEAL)

Subscribed and sworn to before the undersigned, a Notary Public for the State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

PERIODIC PAY ESTIMATE NO. \_\_\_\_\_

PERIOD \_\_\_\_\_ TO \_\_\_\_\_

OWNER: Jackson County  
2864 Madison Street  
Marianna, FL 32448

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

ESTIMATE:

1. Original Contract	\$ _____
2. Change Orders (Approved)	\$ _____
3. Revised Contract (line 1 + line 2)	\$ _____
4. Work Completed	\$ _____
5. Stored Materials	\$ _____
6. Subtotal (4 +5)	\$ _____
7. Retainage (10%)	\$ _____
8. Previous Payments	\$ _____
9. Amount Due (6-7-8)	\$ _____

\* Detailed breakdown attached.

CONTRACT TIME

Original Contract Calendar Days _____	Starting Date _____
Revised Contract Calendar Days _____	Completion Date _____
Remaining Contract Calendar Days _____	Project on Schedule _____ Yes _____ No

RELEASE OF LIEN AFFIDAVIT/CERTIFICATIONS

Certification of Contractor:

As authorized agent for the Contractor, I the undersigned, hereby certify that to the best of my knowledge and belief, this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title for all materials delivered under this Periodic Payment Estimate and there are no vendors' liens, mechanics' liens, or other liens or rights to liens against this job, and that all previous Periodic Payment Estimates received under this contract have been applied to discharge in full all of the contractor's obligations, reflected in prior Periodic Payment Estimates, and that hourly wages paid to all employees on the project for the period of this estimate are in accordance with the wage scale determination contained in the contract documents, and that the necessary work has been performed

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name and Title

Certification of Resident Inspector:

I certify that I have checked and verified the quantities of work performed and stored materials claimed on this Periodic Estimate and to the best of my knowledge and belief it is a true and correct representation by the Contractor, and that the necessary work has been performed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED FOR PAYMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Elected Official and Title  
or Duly Authorized Representative

\*\*\*\*\*

For local government use only (as local procedures require):

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

TABLE OF CONTENTS OF GENERAL CONDITIONS

Article or Paragraph Number & Title	Article or Paragraph Number & Title
1. DEFINITIONS .....	Schedules .....
1.1 Addenda .....	
1.2 Agreement .....	
1.3 Application for Payment.....	3. CONTRACT DOCUMENTS: INTENT, AMENDING REUSE
1.4 Asbestos.....	3.1-3.1 Intent .....
1.5 Bid .....	3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies.....
1.6 Bidding Documents .....	
1.7 Bidding Requirements .....	3.4 Intent of Certain Term or Adjectives .....
1.8 Bonds .....	3.5 Amending Contract Documents
1.9 Change Order .....	
1.10 Contract Documents .....	3.6 Supplementing Contract Documents .....
1.11 Contract Price .....	3.7 Reuse of Documents.....
1.12 Contract Times .....	
1.13 CONTRACTOR .....	4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS
1.14 <i>defective</i> .....	4.1 Availability of Lands .....
1.15 Drawings.....	4.2 Subsurface and Physical Conditions .....
1.16 Effective Date of Agreement.....	4.2.1 Reports and Drawings.....
1.17 ENGINEER .....	4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data .....
1.18 ENGINEER's Consultant .....	4.2.3 Notice of Differing Subsurface or Physical Conditions .....
1.19 Field Order .....	4.2.4 ENGINEER's Review .....
1.20 General Requirements .....	4.2.5 Possible Contract Documents Change.....
1.21 Hazardous Waste .....	4.2.6 Possible Price and Time Adjustments .....
1.22 Laws and Regulations; Laws or Regulations .....	4.3 Physical Conditions-Underground Facilities .....
1.23 Liens .....	4.3.1 Shown or Indicated .....
1.24 Milestone .....	4.3.2 Not Shown or Indicated .....
1.25 Notice of Award .....	4.4 Reference Points .....
1.26 Notice to Proceed .....	4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material .....
1.27 OWNER .....	
1.28 Partial Utilization .....	5. BONDS AND INSURANCE
1.29 PCBs .....	5.1-5.2 Performance, Payment, and Other Bonds .....
1.30 Petroleum .....	5.3 Licensed Sureties and Insurers; Certificates of Insurance .....
1.31 Project .....	5.4 CONTRACTOR's Liability Insurance .....
1.32 Radioactive Material .....	5.5 OWNER's Liability Insurance..
1.33 Resident Project Representative .....	5.6 Property Insurance.....
1.34 Samples .....	5.7 Boiler and Machinery or Additional Property Insurance .....
1.35 Shop Drawings .....	5.8 Notice of Cancellation Provisions .....
1.36 Specifications .....	5.9 CONTRACTOR's Responsibility for Deductible Amount.....
1.37 Subcontractor .....	5.10 Other Special Insurance .....
1.38 Substantial Completion .....	5.11 Waiver of Rights .....
1.39 Supplementary Conditions ...	5.12-5.13 Receipt and Application of Insurance Proceeds .....
1.40 Supplier .....	
1.41 Underground Facilities .....	
1.42 Unit Price Work .....	
1.43 Work .....	
1.44 Work Change Directive .....	
1.45 Written Amendment .....	
2. PRELIMINARY MATTERS	
2.1 Delivery of Bonds .....	
2.2 Copies of Documents .....	
2.3 Commencement of Contract Time; Notice to Proceed .....	
2.4 Starting the Work .....	
2.5-2.7 Before Starting Construction; CONTRACTOR's Responsibility to Report: Preliminary Schedules; Delivery of Certificates Insurance.....	
2.8 Preconstruction Conference...	
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## GENERAL CONDITIONS

### ARTICLE 1- DEFINITIONS

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

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

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

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

1.4. *Asbestos*- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above the current action levels established by the United States Occupational Safety and Health Administration.

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

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

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

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

1.9. *Change Order*- A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of Agreement.

1.10. *Contract Documents*- The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretation and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *Contract Price*- The money payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

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

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

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

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

1.16. *Effective Date of Agreement*- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. *ENGINEER*-The County Engineer, or his/her successor in office.

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

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

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

1.21. *Hazardous Waste*- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22. *Laws and Regulations*; Laws or Regulations- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

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

1.24. *Milestone*- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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

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

1.27. *OWNER*- Jackson County, a political subdivision of the State of Florida.

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

1.29. *PCBs*- Polychlorinated biphenyl's

1.30. *Petroleum*- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

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

1.32. *Radioactive Material*- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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

1.34. *Samples*- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35. *Shop Drawings*- All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by Contractor to illustrate some portion of the Work.

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

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

1.38. *Substantial Completion*- The Work (or a specified part thereof) has progressed to the point where, in the

opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, the project is substantially complete in accordance with the Contract Documents. In general, substantial completion shall be considered the point at which ALL items of work have been completed lacking only the drafting of a final punch list of corrective work items discovered during the Substantial Completion inspection. Punch list items of work may include items that have previously received 100% payment but deficiencies, damage or erosion has occurred. Such items shall be corrected prior to final acceptance. If no such certificate is issued, when the Work is complete and ready for final payment in accordance with paragraph 14.13 The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

1.40. *Supplier*- A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

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

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

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

1.44. *Work Change Directive*- A written directive to CONTRACTOR, issued on or after the Effective Date of Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidenced that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2

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

## ARTICLE 2- PRELIMINARY MATTERS



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**Delivery of Bonds:**

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

**Copies of Documents:**

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

**Commencement of Contract Times; Notice to Proceed:**

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

**Starting the Work:**

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

**Before Starting Construction:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

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

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which list each required submittal and the times for submitting, reviewing and processing such submittals;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will

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

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

**Preconstruction Conference:**

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference attended by 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 paragraph 2.6 procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

**Initially Acceptable Schedules:**

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

**ARTICLE 3- CONTRACT DOCUMENTS:  
INTENT, AMENDING, REUSE**

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**Intent:**

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

Any provisions of the Contract Documents related to conditions of payment or performance of the Work by the Contractor may be waived by the Owner. Nothing in these

conditions or any other Contract Documents shall be deemed to give any rights or remedies to any person, other than the Contractor or the Owner (or as otherwise may be required by statutory law). There are no intended third party beneficiaries of the Contract Documents

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Document or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

**3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:**

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

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

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between provisions of the Contract Documents and:

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

3.3.3.2. the provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

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

**Amending and Supplementary Contract Documents:**

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

3.5.1. a formal Written Amendment.

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

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

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

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

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

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

**Reuse of Documents:**

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

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

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

**Availability of Lands:**

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

**4.2. Subsurface and Physical Conditions**

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

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

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

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

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safely precautions and programs incident thereto, or

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.6.3. with any respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

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

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

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous area required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

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

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultant for any such claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **4.3. Physical Conditions- Underground Facilities:**

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

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

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

provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the underground Facility. If ENGINEER concluded that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be fully responsible for the safety and protection of the Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of or could not reasonably have been expected to be aware of or to have anticipated. If OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **Reference Points:**

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

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

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for

OWNER to retain a qualified expert to evaluate such hazardous condition or take a corrective action, if any, CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any such special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or to the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

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

## ARTICLE 5- BONDS AND INSURANCE

### Performance, Payment, and Other Bonds:

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

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

### 5.3. Licensed Sureties and Insurers; Certificates of Insurance:

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

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraph 5.6 and 5.7 hereof.

### CONTRACTOR's Liability Insurance:

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

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

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

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

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

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds:

5.4.8. include the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9 include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

**OWNER's Liability Insurance:**

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER may maintain (but is not required to maintain), at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

**Property Insurance:**

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations) This insurance shall:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEERS, ENGINEER's Consultants and other persons or entities identified in the Supplementary Conditions;

5.6.2. be written on a Builder's Risk "all -risk" or open peril or special causes of loss of policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each additional insured to whom a certificate of insurance has been issued.

5.7 OWNER shall purchase and maintain such boiler and machinery or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractor, ENGINEER, ENGINEER's Consultants and any other person or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractor or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amounts will be borne by Contractor, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall,

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

#### **5.11 Waiver of Rights**

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no right of recovery against any of the insureds or additional insureds thereunder. CONTRACTOR waives all rights against OWNER and its commissioners, attorneys, officers, directors, employees and agents for all losses and damages caused by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Subcontractor, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy issued.

5.11.2. In addition, CONTRACTOR agrees and acknowledges that it has waived and does hereby waive any right to recover from OWNER, its employees, agents, commissioners, and attorneys any consequential, incidental, supplemental or any other damages (other than compensation due under the terms of this agreement), including, but not limited to, any damages for loss of profits or interruption of business or any other matter.

#### **Receipt of Application of Insurance Proceeds:**

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

5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the

occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for proper performance of such duties.

#### **Acceptance of Bonds and Insurance; Option to Replace:**

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as others may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### **Partial Utilization- Property Insurance:**

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES**

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#### **Supervision and Superintendent:**

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

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who

shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**Labor, Materials and Equipment:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

**Progress Schedule:**

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

**6.7 Substitutes and "Or-Equal" Items:**

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using

the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1. "*Or-Equal*": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

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



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

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

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

**Concerning Subcontractors, Suppliers, and Others:**

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

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the

basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

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

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

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

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain certain provisions whereby the Subcontractor or Supplier waives all rights against the OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and other property insurance applicable to the Work. If the insurers on any such policies require a separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

**Patent Fees and Royalties:**

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

**Permits:**

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

**Laws and Regulations:**

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

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

**Taxes:**

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

**Use of Premises:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operation of workers to the site and land and areas identified in and permitted by the Contract Documents and other land areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not

arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work. CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, cost, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

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

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

**Record Documents:**

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

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

**Safety and Protection:**

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

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

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

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

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

**Safety Representative:**

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**Hazard Communication Program:**

6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets

or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

**Emergencies:**

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

**6.24 Shop Drawings and Samples:**

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

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

**6.25. Submittal Procedures:**

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

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

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

6.25.1.3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences, and

procedures of construction and safety precautions and programs incident thereto.

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

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

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

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing and revisions other than the correction called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

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

Work performed prior to ENGINEER's review and approval of the pertinent submittals will be at the sole expense and responsibility of CONTRACTOR.

**Continuing the Work:**

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

**6.30. CONTRACTOR's General Warranty and Guarantee:**

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

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

6.30.1.2. normal wear and tear under normal usage.

6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.2. recommendations of any progress or final payments by ENGINEER;

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

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

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

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

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

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

**Indemnification:**

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold

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

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

***Survival of Obligations:***

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

**ARTICLE 7- OTHER WORK**

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***Related Work at Site:***

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

additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

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

***Coordination:***

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

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

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

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

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

**ARTICLE 8- OWNER'S RESPONSIBILITIES**

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

8.2. In case of termination of the employment of ENGINEER, OWNER may (in its sole discretion) appoint a

successor or substitute engineer, whose status under the Contract Documents shall be that of the former ENGINEER.

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

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

8.5. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

## **ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION**

### ***OWNER'S Representative:***

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

### ***Visits to Site:***

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be

responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### ***Project Representative:***

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

### ***Classifications and Interpretations:***

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

### ***Authorized Variations in Work:***

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on the OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

### ***Rejecting Defective Work:***

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

**Shop Drawings, Change Orders and Payments:**

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

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

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

**Determination of Unit Price:**

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

**Decision of Disputes:**

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

other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

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

**9.13. Limitations on ENGINEER's Authority and Responsibilities:**

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

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

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

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

delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

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

## ARTICLE 10- CHANGES IN THE WORK

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

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

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

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

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

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

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

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

adhere to the progress schedule as provided in paragraph 6.29.

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

10.6. Notwithstanding anything to the contrary in this Article or elsewhere in the Contract or Contract Documents, no Change Order or other modification of the Contract shall be binding upon the Owner unless approved by the Owner's Board of Commissioners in an open public meeting, which approval may be granted or withheld by the Board in the sole discretion of the Board, for any reason.

## ARTICLE 11- CHANGE OF CONTRACT PRICE

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

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

11.3. The value of any Work by a Change Order or any claim for an adjustment in the Contract Price will be determined as follows:

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



11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.);

11.3.3. where the Work is involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

**Cost of the Work:**

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

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitations superintendents, foremen and other personnel employees employed full time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, exercise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

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

11.4.3. Payments made by CONTRACTOR to the Subcontractors for the Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then

determine, with the advise of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontract's Cost of the Work and the fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5. Supplemental costs including the following:

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

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

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

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

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

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them are liable. Such losses shall include settlement made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

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

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

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

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

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

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on

CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquency.

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

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

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

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

11.6.1. a mutually accepted fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of Work;

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

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

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

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

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount

equal to five percent of such net decrease; and

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

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

**Cash Allowances:**

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowance so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

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

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

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

**11.9 Unit Price Work:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determination of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

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

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any increase or decrease.

**ARTICLE 12- CHANGE OF CONTRACT TIMES**

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times

(or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

### **ARTICLE 13- TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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

#### **Access to Work:**

13.2. OWNER, ENGINEER, ENGINEER's Consultant, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

#### **Tests and Inspection:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

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

13.4.1. for inspections, tests or approvals covered by paragraph 13.4.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.5. 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. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

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

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### **Uncovering Work:**

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

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all cost of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### **OWNER May Stop the Work:**

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or party.

**Correction or Removal of Defective Work:**

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

**13.12. Correction Periods:**

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

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

13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

**Acceptance of Defective Work:**

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it. OWNER may do so. CONTRACTOR shall pay all claims, costs, losses or damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof. OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after

such a recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

**OWNER May Correct Defective Work:**

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

**ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION**

**Schedule of Values:**

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

**Application for Progress Payment:**

14.2. At least twenty days before the date established for each progress payment (but no 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 date of

the Application and accompanied by supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**CONTRACTOR's Warranty of Title:**

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

**Review of Applications for Progress Payment:**

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

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

14.5.1. the Work has progressed to the point indicated,

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site

inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment from CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

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

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

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

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

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

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

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

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of Liens,

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

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

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR

corrects to OWNER's satisfaction the reasons for such action.

**Substantial Completion:**

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. In general, substantial completion shall be considered the point at which ALL items of work have been completed lacking only the drafting of a final punch list of corrective work items discovered during the Substantial Completion inspection. Punch list items of work may include items that have previously received 100% payment but deficiencies, damage or erosion has occurred. Such items shall be corrected prior to final acceptance. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objections to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

**Partial Utilization:**

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or

(ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

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

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

**Final Inspection:**

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

**Final Application for Payment:**

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the

Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, materials and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

***Final Payment and Acceptance:***

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and be paid by OWNER to CONTRACTOR.

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

***Waiver of Claims:***

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

14.15.1. a waiver of all the claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

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

**ARTICLE 15- SUSPENSION OF WORK  
AND TERMINATION**

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***OWNER May Suspend Work:***

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

***OWNER May Terminate:***

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

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

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

15.2.3. if Contractor disregards the authority ENGINEER; or

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

OWNER may, after giving CONTRACTOR (and the surety, if any) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR



(without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

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

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

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

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

15.4.4. for reasonable expenses directly attributable to termination.

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

**CONTRACTOR May Stop Work or Terminate:**

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for payment within thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not

remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5. are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

**ARTICLE 16- [INTENTIONALLY OMITTED]**

**ARTICLE 17- MISCELLANEOUS**

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**Giving Notice:**

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

**Computation of Times:**

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

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

**Notice of Claim:**

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

**Cumulative Remedies:**

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but

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

***Professional Fees and Court Costs Included:***

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

## **SUPPLEMENTAL GENERAL CONDITIONS**

The Supplemental General Conditions contained in this Section are intended to cooperate with, to supplement, or to modify the General Conditions and other Specification and in case of disagreement, the intent of the supplemental General Conditions shall govern.

1. Special Hazards
2. Public Liability and Property Damage Insurance
3. Photographs of Project
4. Builder's Risk Insurance
5. Construction Office
6. Sanitation
7. Ordinances, Regulations, Standards, and Codes
8. Connecting to Work of Others
9. Cleaning Up
10. Hours of Work
11. Testing
12. Safety and Protection
13. Water
14. Electricity
15. Permits & Licenses
16. Lines and Grades
17. Salvage
18. Disruption of Utilities
19. Underground Obstructions
20. Labor Provisions
21. Use of Premises
22. Access to Property
23. Drawings
24. Contractor Services

### **1. SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

No known special hazards.

### **2. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required in the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. In addition, where project requires work within railroad right-of-way, contractor shall secure and maintain insurance in the amounts and types required by the railroad. In general, railroad companies require General Liability limits of \$3,000,000 with public liability and property damage liability of \$3,000,000 per occurrence. The railroad company shall be included as an additional insured.

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract: Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, (2) insure the activities of his subcontractors in his own policy.

### **3. PHOTOGRAPHS OF PROJECT**

As provided in paragraph 49 of the General Conditions, the Contractor will furnish photographs the number, type and stage as enumerated below:

No Photographs Required

### **4. BUILDER'S RISK INSURANCE**

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the contractor, and all subcontractors, as their interests may appear.

### **5. CONSTRUCTION OFFICE**

No construction office is required by this Contract, except as required in the Bid Proposal. If the Contractor wishes the use of office facilities, however, he/she shall provide his/her own as none will be made available by the Owner.

### **6. SANITATION**

Sanitary conveniences for the use of persons employed on the work shall be erected and maintained free from nuisance by the Contractor in a manner and at locations satisfactory to the Owner and their use shall be strictly enforced. Upon completion of the work, they shall be removed, leaving the premises clean.

### **7. ORDINANCES, REGULATIONS, STANDARDS, AND CODES**

A. The work shall conform with all State and local ordinances or regulations governing the installation of such improvements. If work as laid out, indicated, or specified is contrary to or conflicts with State and local ordinances or regulations, the Contractor shall report the same to the Engineer before submitting his/her bid. The Engineer will then issue instruction as to procedure.

B. If the Contractor fails to notify the Engineer of conflicts or omissions as noted above, all changes required to comply with the ordinances and regulations shall be made without additional expense to the Owner.

### **8. CONNECTING TO WORK OF OTHERS**

Before starting his/her work and from time to time as his/her work progresses, the Contractor and each subcontractor shall examine the work and materials installed by others insofar as they apply to his/her own work and shall notify the Engineer immediately in writing if any conditions exist which will prevent satisfactory results in the installation of the system. Should the Contractor or Subcontractor start his/her work without such notification it shall be construed as an acceptance by him/her of all claims or questions as to the suitability of the work of others to receive his/her work. He/she shall remove and/or replace, at this/her own expense, all work under this Contract which may have to be removed on account of such defects.

### **9. CLEANING UP**

A. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about the work area and all surplus materials and shall leave his/her work "broom clean", "rake clean", or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

B. On-site burning of waste material will not be permitted.

C. All damage to existing areas shall be restored as the Engineer directs. Payments may be withheld until such work is accomplished.

### **10. HOURS OF WORK**

A. The Contractor shall submit to the Engineer for approval his/her proposed working hours.

- B. The approved working hours shall be utilized by all the Contractor's personnel and all Subcontractor's personnel.
- C. Any subsequent proposed changes in working hours shall be submitted for approval.

#### **11. TESTING**

Testing to determine compliance with the Plans and Specifications will be performed by a qualified testing laboratory as directed by the Engineer. All costs for testing shall be borne by the Contractor. Where re-testing is required due to the Contractor not having complied with Plans, Specifications, or the Engineer's instructions, the cost of such re-testing shall be borne by the Contractor.

#### **12. SAFETY AND PROTECTION**

- A. To protect persons, including the workmen, from injury and to avoid property damage and damage to this work, adequate barricades, construction signs, torches, lanterns, and guards as required shall be placed and maintained by the Contractor during the progress of the construction work and in the case of work on or near traveled roadways until it is safe for traffic to use the highway. All materials, piles, equipment, pipe, excavations, and mounds of earth which may serve as obstruction to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of the local authorities respecting safety provisions shall be observed.
- B. The Contractor shall carry on work in a manner which will cause the least interruption to both vehicular and pedestrian traffic. Where applicable, not more than two (2) consecutive blocks shall be closed to through travel, including the cross street intersected.
- C. The Contractor shall provide safe and proper means of ingress and egress to and from all public and private properties for the duration of construction. Where traffic must cross open trenches, suitable bridges shall be provided at all public and private crossings.
- D. The Contractor shall be held liable for any property damage and/or personal injury resulting from his/her failure to take adequate safety precautions. He/she shall indemnify the Owner and Engineer from all claims arising from such negligence.
- E. Temporary support, adequate protection and maintenance of all underground and surface structures, utilities, drains, sewers, and other obstructions encountered in the progress of the work shall be installed at no additional cost to the Owner. The structure which may have been disturbed shall be restored as soon as possible.
- F. The Contractor shall be entirely responsible for all obstructions, regardless of whether or not shown on the Plans. Any obstructions encountered at any time and in any location shall be provided for in the most practical manner. In the case of utilities, they shall be kept in operation unless written permission from the Owner of the utilities allowing temporary interruption of service is obtained. Should it become necessary to install temporary lines, temporary pumps, temporary support, temporary protection, or other means be provided for the continuous operation of utilities, all this work shall be done, maintained, operated, and removed upon completion, at no additional cost to the Owner. No trees are to be removed, pruned, or have roots cut, except when approved by the Engineer. The Contractor shall be responsible for damage to trees, shrubs, grass, plants, etc., due to construction or related activity.
- G. The Contractor will not be required to move or remove any privately owned utilities, such as gas mains and services, electric transmission lines and poles, telephone cables, etc., or to move or remove any publicly owned utilities except as specifically required in the Plans and Specifications.

#### **13. WATER**

Water for testing, sterilization, and other purposes connected with the work shall be secured and purchased by the Contractor.

#### **14. ELECTRICITY**

Electricity as may be required for construction and other purposes connected with this Project shall be secured and purchased by the Contractor.

#### **15. PERMITS AND LICENSES**

Permits and licenses will NOT be required by the City or County. The Contractor shall be required to be registered to do business in the State of Florida. The Contractor or his/her subcontractors shall be currently licensed by State and Local governments for all types of work required as a part of this contract. Contractor shall submit Notice of Intent (NOI) and Storm Water Pollution and Prevention (SWPPP) if applicable.

#### **16. LINES AND GRADES**

The Contractor shall furnish and set all necessary stakes to establish the line and grade as shown on the Drawings, and lay out each portion of the work of his/her Contract. The Contractor shall be responsible for the layout of all such lines and grades, which will be checked and verified by the Engineer. The Engineer will provide benchmark elevations and reference points for control of the work.

#### **17. SALVAGE**

A. All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Owner. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the Owner for this purpose.

B. Under no circumstances are salvaged materials to be re-used in this project unless indicated on the Drawings and/or specified herein or directed by the Owner for this purpose.

#### **18. DISRUPTION OF UTILITIES**

The Contractor is hereby notified that his/her work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised in writing not less than forty-eight (48) hours advance of such interruption. Work of this type shall be scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the owner's representative. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause.

#### **19. UNDERGROUND OBSTRUCTIONS**

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair of possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

#### **20. LABOR PROVISIONS**

A. The Contractor and his/her Subcontractors shall discharge whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

B. No person whose age or physical condition is such as to make his/her employment dangerous to his/her health and safety and to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

C. Should the Contractor fail to remove such person or persons ordered discharged under the provisions of this Paragraph or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

D. The equipment used on any portion of the work shall be such that no injury to adjacent property, or

to streets or highways will result from its use; equipment shall be modern, in good condition, and adequate in size to perform the work in satisfactory time intervals. No item of machinery or equipment, after once being placed on the work, shall be removed without the consent of the Engineer.

## 21. USE OF PREMISES

A. The Contractor shall confine his/her apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his/her materials.

B. The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

C. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

D. Streets shall not be closed, except when and where approved by the Engineer, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work the Contractor shall provide and maintain a passable driveway approved by the Engineer.

E. Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer and the Fire Department and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

F. The Contractor shall provide, erect, and maintain, at his/her own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He/she shall place sufficient lights on/or near the work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all watchmen by day or night and take all other precautions that may be necessary; he/she shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

G. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

H. Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as possible, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

I. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted without the written permission of the City and/or County and a permit issued by the Chief of the Fire Department

J. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "**DANGEROUS EXPLOSIVES**", and shall be in care of competent watchmen.

K. It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from them a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide them with all such data.

## **22. ACCESS TO PROPERTY**

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval by the Engineer.

## **23. DRAWINGS**

A. It is expressly understood that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his/her working drawings with the approved Plans and Specifications. The Contractor shall not attempt to construct the parts of the work for which such detailed drawings are required until he/she has submitted the drawings and received them back with written approval of the Engineer.

1. The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

B. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their locations and their connection to other parts of the work.

C. Where on any of the Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, or where the word typical or (typ) is used, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

## **24. CONTRACTOR SERVICES**

The Contractor shall provide qualified persons to assist the Engineer in making field checks, measurements, as-built checks, inspections, test runs, and the necessary work related to the project work.



**SECTION 00715**

**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions specifically amend or supplement other provisions of the Contract Documents. In the event of a conflict between these conditions, and other conditions, the more stringent shall govern.

The limits of liability for the insurance required by paragraph 5.4 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations.

5.4.1 and 5.4.2 Workers' Compensation, etc. under paragraphs 5.4.1 and 5.4.2 of the General Conditions.

- |                          |                              |
|--------------------------|------------------------------|
| (1) State:               | Statutory                    |
| (2) Applicable Federal   | Statutory                    |
| (3) Employer's Liability | \$100/100/500 (in thousands) |

5.4.3, 5.4.4, and 5.4.5 Contractor's Liability Insurance under paragraphs 5.4.3 through 5.5.5 of the General Conditions which shall also include completed operations and products liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

- |  |             |
|--|-------------|
| (1) General Aggregate<br>(Expect Products - Completed Operations)  | \$1,000,000 |
| (2) Products-Completed Operations Aggregate  | \$1,000,000 |
| (3) Personal/Advertising Injury  | \$ 500,000  |
| (4) Each Occurrence (Bodily Injury and<br>Property Damage)   | \$1,000,000 |
| (5) Limit Per Person Medical Expense   | \$ 10,000   |
| (6) Excess Liability, Umbrella Form<br>General Aggregate   | \$2,000,000 |
| Each Occurrence  | \$1,000,000 |
| (7) Personal Injury Liability Coverage will include Claims arising out of Employment.                            |             |
| (8) Exclusion of Property in Contractor's Care, Custody or Control will be Eliminated.                           |             |
| (9) Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and<br>Underground Damage. |             |

5.4.6 Liability coverage for the following will be provided (subject to customary exclusions for professional liability) by a separate Protective Liability Policy issued by CONTRACTOR'S general liability carrier as additional insureds:

**County of Jackson, State of Florida, Owner**

5.4.10 The Contractual Liability coverage required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

- |   |             |
|---|-------------|
| (1) General Aggregate                                   | \$1,000,000 |
| (2) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:

5.6.1 include the interests of OWNER, CONTRACTOR, Subcontractors, and ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an

insured;

5.6.2 be written on a Builder's Risk "all risk" or open peril or special causes of loss policy from that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lighting, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3 include expense incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of Paragraph 5.8 of the General Conditions.

General Condition 6.13 is amended as follows: OWNER will obtain and pay for any permit required from the Florida Department of Environmental Protection covering the construction of the proposed project except for the Notice of Intent to Use Generic Permit (NOI), which if required Contractor must obtain.

**END OF SECTION**

**SECTION 00734  
 SUPERPAVE ASPHALT**

**334-1 Description.**

**334-1.1 General:** Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

**334-1.2 Asphalt Work Mix Categories:** Construction of asphalt pavement will fall into one of the following work categories:

**334-1.2.1 Asphalt Work Category 1:** Includes the construction of shared use paths and miscellaneous asphalt.

**334-1.2.2 Asphalt Work Category 2:** Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

**334-1.2.3 Asphalt Work Category 3:** Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

**334-1.3 Mix Types:** Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

**334-1.4 Gradation Classification:** The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5, FC-9.5 ..... 9.5 mm
- Type SP-12.5, FC-12.5 ..... 12.5 mm

**334-1.5 Thickness:** The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this

specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)  
G<sub>mm</sub> = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

**334-1.5.1 Layer Thicknesses:** Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 3/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 ..... 1-1/2 to 2-1/2 inches

**334-1.5.2 Additional Requirements:** The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches

Type SP-12.5..... 1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

**334-1.6 Weight of Mixture:** The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

**334-2 Materials.**

**334-2.1 Superpave Asphalt Binder:** Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT’s Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

**334-2.2 Aggregate:** Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

**334-2.3 Reclaimed Asphalt Pavement (RAP) Material:**

**334-2.3.1 General requirements:** RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2 Material Characterization:** Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3 Asphalt Binder for Mixes with RAP:** Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

**334-3 Composition of Mixture.**

**334-3.1 General:** Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

**334-3.2 Mix Design:**

**334-3.2.1 General:** Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department’s website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

**334-3.2.2 Mixture Gradation Requirements:** Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

**334-3.2.2.1 Mixture Gradation Classification:** Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at  $N_{design}$  as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	$N_{design}$ Number of Gyration
A	50
B	65
C	75

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6.  $N_{initial}$  and  $N_{maximum}$  requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:** Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT’s APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT’s APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

**334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{design}$ ).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{sb}$ ) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

**334-4 Process Control.**

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

**334-5 General Construction Requirements.**

**334-5.1 Weather Limitations:** Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

**334-5.2 Limitations of Paving Operations:**

**334-5.2.1 General:** Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

**334-5.2.2 Air Temperature:** Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4  
 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
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$\leq 1$ inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation $\geq 76^{\circ}\text{C}$	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation $< 76^{\circ}\text{C}$	40

**334-5.3 Mix Temperature:** Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

**334-5.4 Transportation of the Mixture:** Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

**334-5.5 Preparation of Surfaces Prior to Paving:**

**334-5.5.1 Cleaning:** Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

**334-5.5.2 Patching and Leveling Courses:** As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

**334-5.5.3 Application over Surface Treatment:** Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

**334-5.5.4 Tack Coat:** Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd <sup>2</sup> )
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06



	Concrete Pavement	0.08

**334-5.6 Placing Mixture:**

**334-5.6.1 Alignment of Edges:** With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

**334-5.6.2 Rain and Surface Conditions:** Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

**334-5.6.3 Checking Depth of Layer:** Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

**334-5.6.4 Hand Work:** In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

**334-5.6.5 Spreading and Finishing:** Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

**334-5.6.6 Thickness Control:** Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

**334-5.7 Leveling Courses:**

**334-5.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

**334-5.7.2 Spreading Leveling Courses:** Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

**334-5.7.3 Rate of Application:** When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than

75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

**334-5.8 Compaction:** For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

### **334-5.9 Joints.**

**334-5.9.1 Transverse Joints:** Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

**334-5.9.2 Longitudinal Joints:** For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

**334-5.10 Surface Requirements:** Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

**334-5.10.2 Cross Slope:** Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

**334-5.10.3 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

### **334-5.10.3.1 Straightedge Testing:**

**334-5.10.3.1.1 Acceptance Testing:** Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

**334-5.10.3.1.2 Final (Top) Pavement Layer:** At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

**334-5.10.3.1.3 Straightedge Exceptions:** Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

**334-5.10.4 Correcting Unacceptable Pavement:** Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

### **334-6 Acceptance of the Mixture.**

**334-6.1 General:** The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

**334-6.2 Certification by the Contractor:** On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

**334-6.3 Certification and Process Control Testing by the Contractor:** On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to

acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.3.1 Process Control Sampling and Testing Requirements:** Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P<sub>.8</sub> and P<sub>.200</sub>) and asphalt binder content (P<sub>b</sub>). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G<sub>mm</sub>) from the approved mix design. If the Contractor or Engineer suspects that the mix design G<sub>mm</sub> is no longer representative of the asphalt mixture being produced, then a new G<sub>mm</sub> value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G <sub>mm</sub>

**334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer:** On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P<sub>.8</sub> and P<sub>.200</sub>) and asphalt binder content (P<sub>b</sub>). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.4.1 Acceptance Testing Exceptions:** When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a

specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

**334-7 Method of Measurement.**

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

**334-8 Basis of Payment.**

**334-8.1 General:** Price and payment will be full compensation for all the work specified under this Section.

## CONCRETE WORK

### 344-1 Description.

**344-1 General:** Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

**344-1.2 Work Categories:** Construction will fall into one of the following concrete work categories:

**344-1.2.1 Concrete Work Category 1:** Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

**344-1.2.2 Concrete Work Category 2:** Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

**344-1.2.3 Concrete Work Category 3:** Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

### 344-2 Materials.

**344-2.1 General:** Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

**344-2.1.1 Portland Cement:** Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

**344-2.1.2 Coarse and Fine Aggregates:** Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

**344-2.1.3 Water:** Water shall meet the requirements of ASTM C 1602.

**344-2.1.4 Chemical Admixtures:** Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

**344-2.1.5 Pozzolans and Slag:** Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	

Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

**344-3 Production, Mixing and Delivery of Concrete.**

**344-3.1 Concrete Production Requirements:**

**344-3.1.1 Category 1:** Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

**344-3.1.2 Category 2:** Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

**344-3.1.3 Category 3:** Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

**344-3.2 Classes of Concrete:** Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd <sup>3</sup> )	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

**344-3.3 Contractors Quality Control:** For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

**344-3.4 Concrete Mix Design:** Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3,

submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

**344-3.5 Delivery:** For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

**344-3.6 Placing Concrete:**

**344-3.6.1 Concreting in Cold Weather:** Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

**344-3.6.2 Concreting in Hot Weather:** For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

**344-3.7 Mixers:** For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

**344-3.8 Small Quantities of Concrete:** With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

**344-3.9 Sampling and Testing:**

**344-3.9.1 Category 1:** The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

**344-3.9.2: Category 2:** No sampling and testing is required for category 2.

**344-3.9.3 Category 3:** The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch



cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

**344-3.10 Records:** Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

#### **344-4 Acceptance of the Work.**

**344-4.1 Category 1 Work:** Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

**344-4.2 Category 2 Work:** Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

**344-4.3 Category 3 Work:** Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

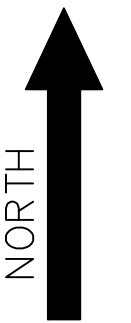
**344-4.4 Small Quantities of Concrete:** Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

#### **344-5 Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

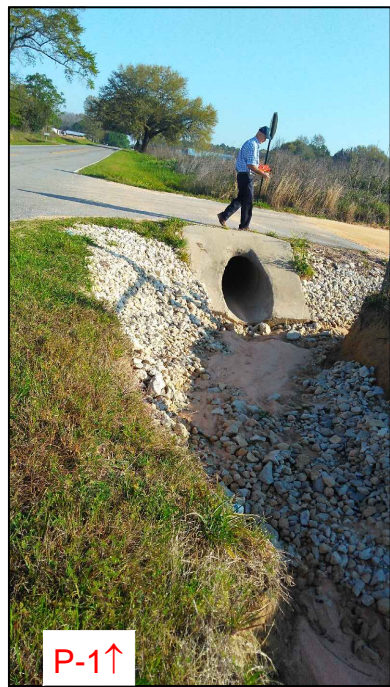
#### **344-6 Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.



**NOTE:**  
 CONTRACTOR TO CLEAN ALL EXISTING PIPES  
 SOD ALL DISTURBED AREAS

REVISIONS				ENGINEER OF RECORD	JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS	Plan Sheet	SHEET C - 1
REVISION #	BY: INITIALS	DATE	DESCRIPTION				
0	JEB	June 1, 2017	ORIGINAL ISSUE	LARRY ALVAREZ, P.E. #58542 County Engineer Off. (850) 482-9677 Cell (850) 573-7491	PROJECT: BOWDEN HILL ROAD AT SILLES ROAD DRAINAGE		



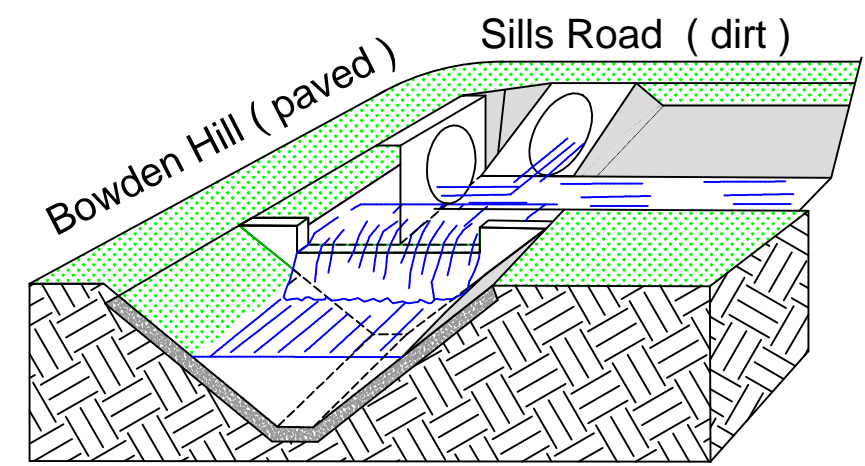
P-1↑



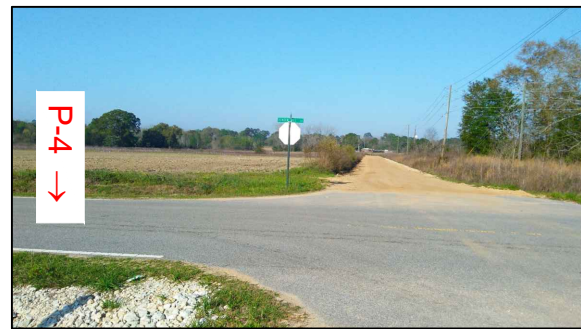
P-2→



P-3←



WEIR DETAIL



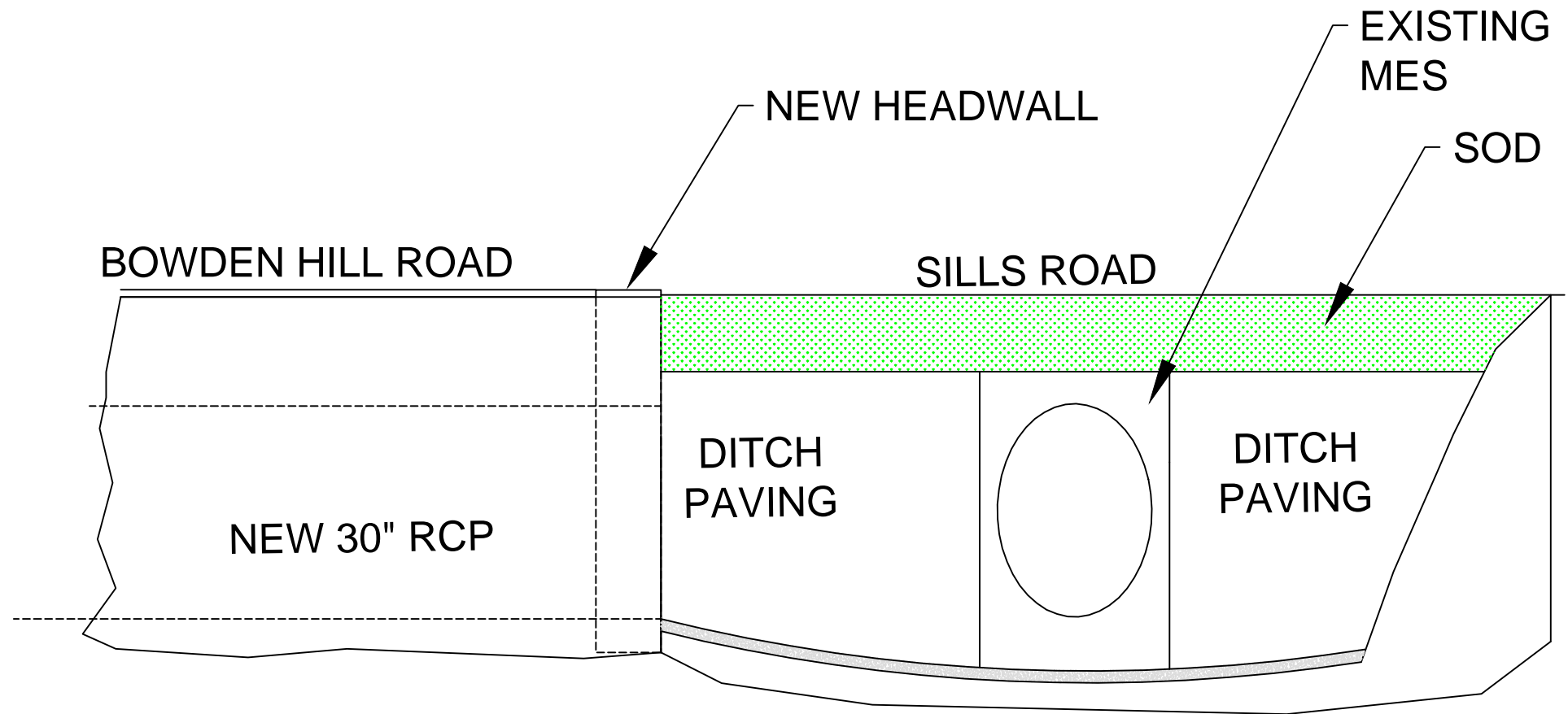
P-4→



P-5↑



P-6↑



REVISIONS			
REVISION #	BY: INITIALS	DATE	DESCRIPTION
0	JEB	June 1, 2017	ORIGINAL ISSUE

ENGINEER OF RECORD  
 LARRY ALVAREZ, P.E.  
 #58542  
 County Engineer  
 Off. (850) 482-9677  
 Cell (850) 573-7491

JACKSON COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 PROJECT: BOWDEN HILL ROAD AT  
 SILLS ROAD DRAINAGE

Detail Sheet

SHEET  
 C - 2