

NORDIC RIDGE – PARK

Public Park Shelter and Splash Pad Construction
Hoel Avenue, Stoughton, WI 53589

PROJECT SPECIFICATIONS

PREPARED FOR:
City of Stoughton
381 East Main Street
Stoughton, WI 53589

July 18, 2017

D'Onofrio, Kottke & Associates, Inc.
7530 Westward Way
Madison, Wisconsin 53717

FN: 16-05-149

CONTRACTOR_____SET NO._____

TABLE OF CONTENTS

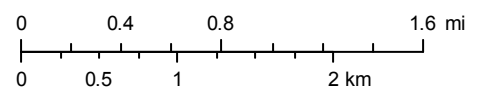
Description	Page Numbers
Title Page.....	
Table of Contents	TC – 1
Project Location Map.....	LM – 1 to LM - 2
Invitation to Bid.....	NB – 1
Instructions to Bidders.....	IB – 1 to IB – 3
Special Provisions	SP – 1 to SP – 4
Park Shelter Specifications.....	PS – 1 to PS - 11
Splash Pad Specifications.....	PS – 12 to PS - 46
Bid Form	BF – 1 to BF – 5
Bid Bond	BB – 1 to BB – 2
Agreement.....	AG – 1 to AG – 4
Payment Bond	PYB – 1 to PYB - 2
Performance Bond.....	PRB – 1 to PRB – 2
Supplemental General Conditions.....	SGC – 1 to SGC – 4
General Conditions.....	GC – 1 to GC – 41
Change Order	
Work Change Directive	

LOCATION MAP



March 7, 2017

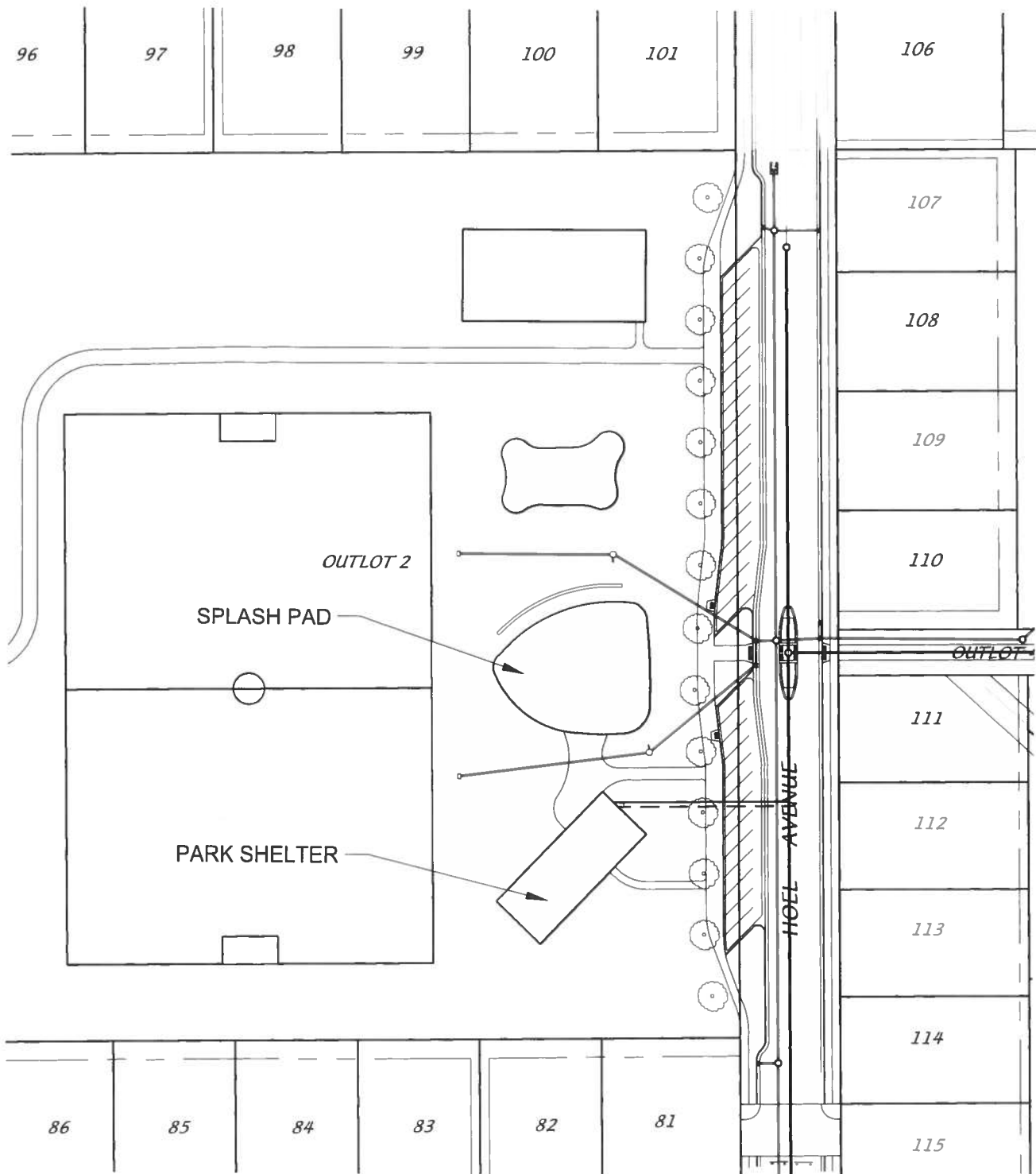
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LM-1

Planning
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

NORDIC RIDGE - PARK



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT



0 100
 Scale 1" = 100'

DATE: 06-13-17
 F.N.: 16-05-149
 DRAWN BY: KJP

**NOTICE TO CONTRACTORS
INVITATION TO BID**

Sealed bids will be received by the City of Stoughton for the furnishing of labor, services, materials and equipment for the construction of the proposed project known as Nordic Ridge – Park (“Project”), together with necessary incidentals on the enclosed plans. All bids shall be clearly marked with the name of the project.

Bids will be received until 10:00 a.m. on Tuesday, August 15th, 2017, and will then be opened and read aloud at the City of Stoughton, 381 E. Main Street, Stoughton, Wisconsin 53589.

Plans may be obtained at the City of Stoughton.

A bid bond or certified check, payable to the City of Stoughton in the amount of five percent (5%) of the bid must accompany each bid as a guarantee that if the bid is accepted, the bidder will execute the contract and furnish payment and performance bonds within ten (10) days after the award of the contract. In case the bidder fails to execute the contract and furnish the payment and performance bonds within the time limit set forth above, the amount of the certified check or bid bond shall be forfeited to the owner as liquidated damages.

The City retains the right to reject any or all bids, to waive any informality in bidding and to accept any bid deemed to be in the best interest of the City.

INSTRUCTIONS TO BIDDERS

NORDIC RIDGE PUBLIC PARK SHELTER AND SPLASH PAD CONSTRUCTION
(Project)

CITY OF STOUGHTON
(Owner)

Sealed bids will be received by the City of Stoughton ("City") at 381 E. Main Street, Stoughton, Wisconsin until 10:00 a.m. on Tuesday, August 15th, 2017, for the furnishing of labor, services, materials and equipment for construction of the proposed Project, at which time and place all bids will be opened and read aloud. All bids shall be clearly marked with the name of the Project.

PREQUALIFICATION

Bidders shall meet any prequalification requirements currently established by the City of Stoughton, to perform the park shelter and splash pad construction work, the scope of which is equal to or greater than this proposed Project.

BIDDER COMPETENCY

The City reserves the right to disregard the bid of any bidder who is, in the judgment of the City, incompetent or otherwise unreliable for the performance of the work for which a bid was submitted.

GENERAL

The bid, with specifications and drawings, covers the requirements of the City, for the construction indicated on the plans and in the location shown on the plans, including the furnishing and installation of materials indicated and connection of work with existing construction.

EXAMINATION OF PLANS, SPECIFICATIONS AND WORK

Bidders shall carefully examine the plans, specifications, and the site of the proposed work, the work, the bid and any and all contract forms, and satisfy themselves of the character, quality and quantities of work to be performed, materials to be furnished, the requirements of the specifications, special provisions, and contract, and further satisfy themselves of all of the circumstances and conditions affecting the nature of the work and the cost to perform thereof. A bidder's failure to make such examination or to investigate the site shall not relieve the bidder of its responsibility to understand each and every condition of this bid.

BIDS

Bids must be made out on the original forms attached hereto. Prices are to be stated by the use of written figures.

All bids must be signed in ink. Bids which are not signed by individuals making them shall have attached thereto a power of attorney with authority to sign the bid and the name of the person on whose behalf the bid is signed. If a bid is submitted for a partnership, the bid must be signed by all of the partners,

or by an attorney-in-fact. If signed by an attorney-in-fact, a power of attorney extending authority to sign the bid, executed by all of the partners, shall be attached to the bid. For a corporation, bids shall correctly state the corporate name thereon, and the signature of the president or authorized officer of the corporation must be written below the corporate name. Any bid manually signed by an official other than the president of the corporation shall have attached to it a certified copy of a resolution of the Board of Directors of such authorizing such official to sign the bid. A corporate seal shall be affixed and attested to by the secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature.

BID WITHDRAWAL

A bidder may withdraw its bid by providing a written withdrawal request duly executed in the manner that a bid must be executed and delivered to the City prior to the date and time for opening of bids. When such withdrawal document is received by the City, the unopened bid shall be returned to the bidder. For a period of 60 days after the scheduled date and time for receiving bids, no bids shall be withdrawn without the written consent of the owner.

BID SECURITY

A bid must be accompanied by bid security made payable to the City of Stoughton in the amount of five percent (5%) of bidder's maximum bid price, and in the form of a bid bond or certified check.

CONSIDERATION OF BIDS

Bids are requested on the basis of lump sum prices, including prices on alternate bid items, as set forth in the bid form and the specifications.

Bids will be opened at the time and place indicated in the Invitation to Bid, and unless obviously non-responsive, read aloud publicly. A Bid Tabulation of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

Bids may be rejected if they contain any alterations, additions or amendments not called for, are conditional or alternate bids unless called for, are incomplete, or contain erasures or irregularities of any kind. The Owner reserves the right to reject any or all bids or to waive any informality and accept any bid which may be deemed to be in its best interest.

EXECUTION OF CONTRACT

Upon notice of award by the City to the successful bidder, the successful bidder shall, within ten (10) days of such notice of award, execute and deliver to the City three counterparts of the Agreement, Performance Bond, and Payment Bond.

BONDS

Unless expressly waived by the City, the successful bidder will be required to execute a Performance Bond and a Payment Bond, the penalty of which shall not be less than the contract price, on the forms attached, with good and sufficient surety satisfactory to the Owner, and as required by Article 5 of the General Conditions.

INSURANCE

The successful bidder shall maintain policies of insurance, for not less than the limits of liability provided in the supplementary conditions, and as required by Article 5 of the General Conditions.

CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

INTERPRETATION OF CONTRACT DOCUMENTS

If a prospective bidder believes that there are conflicts, errors, ambiguities, or discrepancies in the Bidding Documents, it may submit to the City a written request for an interpretation thereof. Any interpretation of the Bidding Documents will be made by a written addendum issued to all bidders.

SPECIAL PROVISIONS

1. BOND

A performance bond and payment bond will be required for this project. The Owner will notify the Contractor prior to signing the contract if they wish to remove the requirement.

2. PERMITS

The Contractor shall acquire any other necessary permits and pay fees as necessary to complete the work included within this contract.

The Contractor shall attend a pre-construction conference with the City Engineer prior to starting construction.

4. EXISTING UTILITIES

The Contractor shall make himself familiar with all existing utilities adjacent to and within the construction area and be responsible for their protection during construction. The Contractor shall be responsible for obtaining exact locations and elevations for all utilities from the owners of the respective utility. All utilities shall be notified 72 hours prior to excavation.

5. SOILS CONDITIONS

The Contractor shall obtain approval from the City prior to any additional subsurface investigation.

6. EROSION CONTROL

This Contractor shall comply with the City of Stoughton and Dane County Erosion Control Ordinances.

7. SANITARY SEWER LATERALS

A 4" sanitary sewer lateral shall be extended into the shelter from the lateral stubbed at the property line.

8. WATER SERVICE

A 4" water service shall be extended into the shelter from the lateral stubbed at the property line.

9. STORM SEWER

Storm sewer laterals have been constructed on site. The laterals terminate 3 feet from the catch basins located north and south of the proposed Splash Pad location.

10. SITE GRADING

The Splash Pad site has been graded to two feet (2') below finished grade and compacted.

The Park Shelter Pad site has been graded to one foot (1') below finished grade and compacted.

Contractor shall bring project area to finished grade using on-site topsoil stockpiled at southeast corner of park.

11. RESTORATION

The Contractor will be responsible for spreading a six inch (6") thickness of topsoil on all areas disturbed by them and stabilizing with seed, fertilizer and mulch.

The Contractor shall repair eroded areas to maintain plan line and grade until all revegetated areas have an established cover at no additional cost to the City.

12. SPLASH PAD EQUIPMENT

Contractor shall purchase Splash Pad equipment from Reese Recreation Products at the prices shown on the equipment quote included in the Bid Form (BF-5).

13. INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

b. Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering, Symbol 1 (any vehicle)

Limits - The Contractor shall maintain **limits** no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Stoughton or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering **all** vehicles to be used in relationship to the Agreement.
3. Umbrella Liability — Five million dollars (\$5,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.

c. Required Provisions - The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Stoughton, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CO 2010, CO 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Stoughton, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Stoughton, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Stoughton, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Stoughton, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Stoughton.
6. Such liability insurance shall indemnify the City of Stoughton, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability **with a minimum of a 24 month policy extension**, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
8. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Stoughton, and shall have a minimum A.M. Best's rating of A- VII.

d. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Stoughton. At the option of the City of Stoughton, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

e. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Stoughton a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CO 20 10 10 01 for ongoing work exposure and Form CG 20 37 10 01 for products-completed operations exposure.

Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-5.

f. Responsibility for Work - until the completion and final acceptance by the City of Stoughton of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erctions, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

g. Sub-Contractors - In the event that the Contractor employs other contractors (sub- contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

PROJECT SPECIFICATIONS

NORDIC RIDGE PARK SHELTER
1300 HOEL AVENUE, STOUGHTON, WI 53589

BUILDING ENCLOSURE

1. FOUNDATION:

Footings: Per Plan
#4 dowel at 32" O.C.
Walls: 3'-9"
5 Bag Mix
(2) #5 continuous rebar at footing
(2) #5 continuous rebar at base of wall
(2) #5 continuous rebar at top of wall
10" anchor bolts
Ground rod near electrical panel

2. BACKFILL:

4" washed stone sub-base at interior
Washed stone at exterior perimeter of foundation wall
Granular fill to rough grade

3. CONCRETE FLATWORK:

4" first level floor with reinforcing steel mesh – 6 MIL vapor barrier over washed stone/RCP base
4" concrete sidewalks and stoops – reinforcing rods as required
Pitch all slabs as indicated on plan – Minimum 1/8" / 1'-0"
Provide expansion material at all cold joint locations, where flatwork meets foundation and footings
Exterior sidewalks are shown on Nordic Ridge Phase II plan set dated 5-17-17 page 12 of 18.

4. ROUGH FRAMING AND INSTALLATION:

Walls

Treated sill plate over 6" foam sill seal, anchored to foundation bolts
2x6 exterior walls @ 16" O.C.
2x4 interior walls per plan unless noted otherwise
Engineered roof trusses @ 24" O.C.
2x8 sub-fascia board
7/16" OSB wall sheathing
Tyvek Wrap exterior
1/2" OSB roof sheathing with H-clips
Brown treated lumber to be used on all exposed vertical posts and supports

Installation

Install temporary safety railing as required
Wall bracing as required
Install Tyvek/building wrap per manufacturer's specifications
Install doors per manufacturer's specifications, fully flashed and taped

5. INSULATION:

R-50 blown attic insulation
R-19 batt exterior/interior walls
Low expansion foam at window and doors jambs and floor penetrations

6. PLASTIC SHEET PANELING – INTERIOR WALLS AND CEILING

Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D 5319. [**Panels shall be USDA accepted for incidental food contact.**]

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crane Composites, Inc.; [**Glasbord Series**] [**Varietex Series**] [**DESIGNS SERIES**] or a comparable product by one of the following:

- a. Glasteel/Marlite/Nudo Products, Inc.
- b. Newcourt, Inc.
- c. Parkland Plastics, Inc.

Plastic sheet paneling to be installed on walls only in restrooms and kitchen area
Seating area in shelter ceiling to be aluminum soffit material

Drywall/orange peel with primer all interior walls and ceilings prior to install of plastic paneling.

EXTERIOR CLADDING SYSTEMS AND MATERIALS

7. SIDING LOUVERS AND TRIM:

LP Smart Side Lap Siding

- cedar texture

-Color: TBD by developer

LP Smart Side Corner Trim

- cedar texture

-Color: TBD by developer

LP Smart Side horizontal band trim

- cedar texture

- Color: TBD by developer

Aluminum flashing over horizontal trim boards

-Prefinished to match trim

Sealant/Caulk at all exterior penetrations, joints and gaps

1-Fypon louver FLV18x36, painted to match siding.

8. MASONRY:

Modular Brick Masonry per plan

-Type/Color: Desert Sands by Endicott

9. SOFFIT AND FASCIA:

- Mastic Aluminum soffit – Vented/Perf as required
- Color: Buckskin
- Mastic Aluminum Fascia and Drip
- Color: Buckskin

10. ROOF:

- Architectural Dimensional shingles CertainTeed Landmark color: driftwood
- Grade: 260# +
- Felt Underlay: 15#
- High Temp Ice and Water Shield. 3' minimum ice and water shield from eave.

11. GUTTERS AND DOWNSPOUTS:

- Aluminum gutters with 6-4"x6" vertical drops to terminate with elbow 10" above finished grade
- Color: Buckskin

12. DOORS:

- See Door Schedule on A1.1

INTERIOR ROUGH-IN AND FINISHES

14. ELECTRICAL:

- 320 amp 240 volt single phase service
- 1-200 amp panel located in shelter
- 2- Restroom exhaust fans
- 4-general purpose receptacles located in mechanical room fed with at least 2 circuits
- 3-LED strip lights controlled by a motion detector in mechanical room
- 1-receptacle and 1 LED wrap around type light controlled by a motion detector in each restroom
- 1-receptacle for drinking fountain
- 3-exterior LED wall packs on exterior
- 3-LED canopy type lights in picnic area
- 4-receptacles located in picnic area on 2 circuits
- 1-50 amp 240 volt receptacle in kitchen area
- 8-120 volt 20 amp receptacles in kitchen area fed by 3 circuits feeding counter top area
- 2-general purpose receptacles in kitchen
- 4-LED ceiling lights controlled by motion sensor in kitchen
- Wiring for 1-30 amp 240 volt electric water heater
- Storage room to have one outlet, light and switch
- 1-20 amp 120 volt circuit to feed splash pad control panel
- 1-conduit to the splash pad controller
- Bonding of splash pad to code
- 1-100 amp sub panel to be installed in kitchen area to control all circuits feeding receptacles in Kitchen and picnic area.
- All wiring to be installed in conduit/raceways trade size ½" or larger

15. HVAC:

- Exhaust fan venting

Provide exterior sidewall cover

16. PLUMBING:

Splash pad:

2-4" storm lines tied into existing manholes within 20' of splash pad
Install 3-4" drains in splash pad per plan. Drains to be supplied with splash pad equipment.
6" concrete slab reinforced with wire mesh, sawed control joints and one coat of cure and seal
Installation of entire system along with coordination in mechanical room with other trades until completion

Park shelter

Exterior:

4" ductile water service to shelter from city service/lot line to be terminated 2' above slab with ductile flange and T/capped for future use
4" sanitary from city service/lot line schedule 40 pvc
2-exterior hose bibbs woodford
1-elkay hi/lo water cooler stainless EHWM217C model

Interior:

Pex piping materials for water under slab
Cpvc water pipe materials above grade
Pvc drain and vent lines acceptable
1-30 gallon rheem electric water heater
2-3" floor drains in mechanical area 3" Sioux chief with nickel brass tops
1-mustee 19-f tub with delta chrome bottom feed faucet
All necessary piping, proper sizing and install coordination of all splash pad equipment
Blowout/drain down locations to winterize entire plumbing system

Concession area:

1- Elkay lustertone stainless sink
1- K-560 faucet
2- K8801 strainers

Restrooms:

2-sioux chief floor drains 3" with nickel brass tops
2-K2005 wall hung lavs with carriers and zurn photo eye battery operated faucets
1-K4991-ET urinal with carrier and zurn photo eye battery flush valve
3-K4368 floor mount toilets with zurn photo eye battery flush valves

17. KITCHEN EQUIPMENT

Countertop per plan Formica
Color/Type: TBD by developer

19. PAINTING AND STAINING

Exterior paint: match colors of siding/soffitcolor to other prefinished materials

Fill all nails holes with matching colors

Staining: will be required on exposed portions of brown treated

-One coat of water based stain with lacquer sanding sealer and one lacquer top coat on

Brown treated lumber exposed joints

One coat primer and two finish coats on exterior service doors

-Color: Match adjacent siding

20. DOOR HARDWARE

Schlage hardware sets

- Style: TBD by developer

- Finish: Stainless Steel (push pull and dead lock all doors)

SITE WORK

22. LANDSCAPING

Plantings:

- 2 evergreen trees

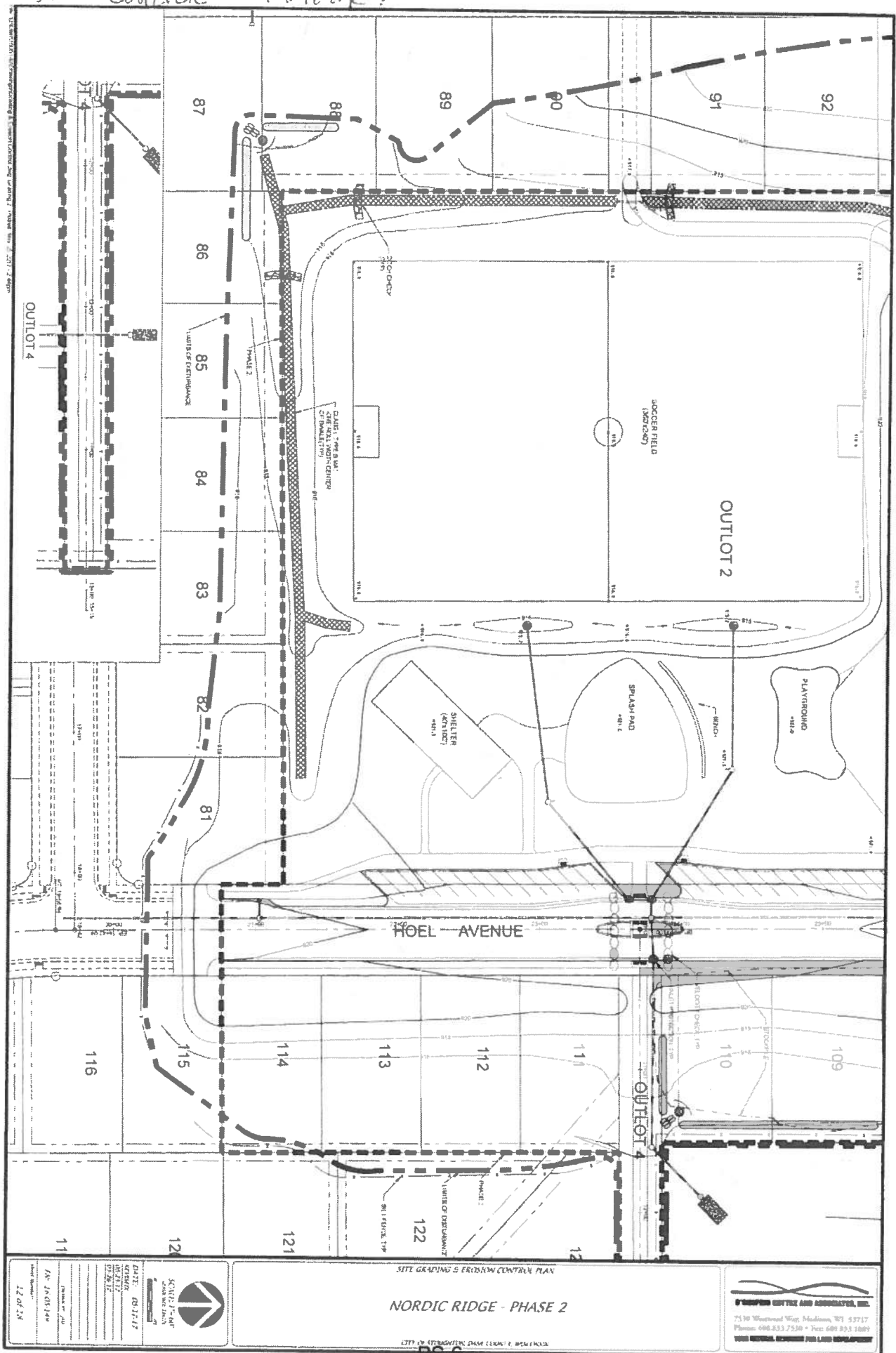
- 1 shade tree

- 5 small shrubs

- 2 large shrubs

- 4 perennials

- bark mulch at planted areas



NORDIC RIDGE - PHASE 2

LIST OF STRATEGIES PAGE (LINE) P. 105-106-107

~~PS-6~~

STANFORD CENTER AND ASSOCIATES, INC.
7530 Westwood Way, Madison, WI 53717
Phone: 608.333.7530 • Fax: 608.293.1089
YOUR IDEAS. OUR PASSION FOR LAND DEVELOPMENT.

Introducing LP® SmartSide® Trim and Siding Prefinish Solutions Now Available From Preferred Prefinishers*

- Natural warmth and beauty of traditional wood with distinctive cedar pattern for increased curb appeal
- A beautiful, durable alternative to traditional vinyl or fiber cement
- Available in 16' lengths for fewer seams and quicker installation
- All SmartSide products are backed by an industry leading 5/50 year limited warranty
- For complete SmartSide product warranty information please visit lpcorp.com



LP SmartSide Basic Colors



The colors shown are for graphic representation only. Please contact your local supplier for actual color options, samples, availability, pricing and paint warranty details. *For a list of LP Preferred Prefinishers, visit lpcorp.com/smartside or contact your local LP Sales representative.

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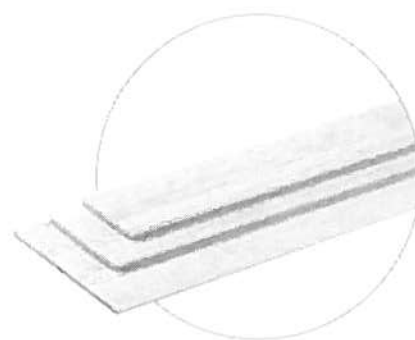
Cedar Texture Lap

The Bold Look Of Cedar Without Many Of The Worries

- One of the most durable lap siding options in the market today
- 16' length can result in faster installation and fewer seams
- Up to 33% fewer seams than traditional 12' siding
- Pre-primed for exceptional paint adhesion
- Self-aligning SmartLock™ option installs faster and more efficiently
- Treated engineered wood strand substrate
- APA-certified lap siding

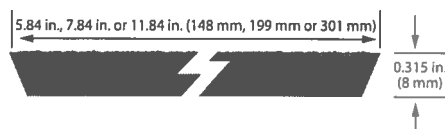
Also available in fiber substrate.

- CPA-certified lap siding
- Treated engineered wood fiber substrate

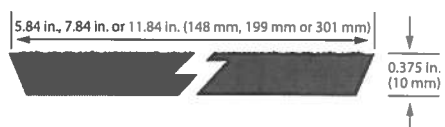


Cedar texture

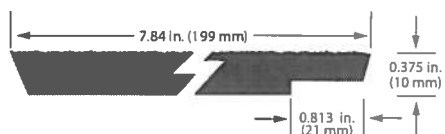
38 Series Cedar Lap (strand)



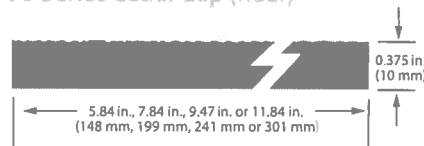
76 Series Cedar Lap (strand)



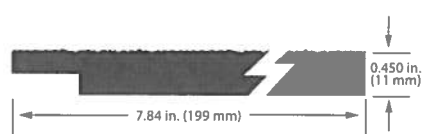
76 Series SmartLock Cedar Lap (strand)



76 Series Cedar Lap (fiber)



120 Series Self-Aligning Cedar Lap (fiber)

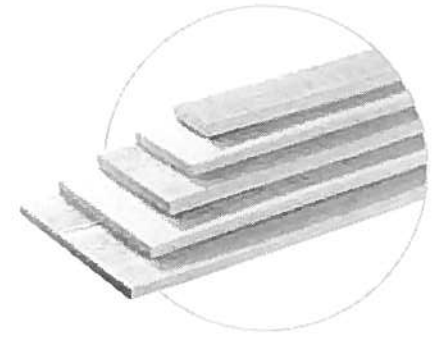


DESCRIPTION	LENGTH	ACTUAL WIDTH	ACTUAL THICKNESS	PID NUMBER
38 Series Cedar Lap (strand)	16ft. (192 in.)(4877 mm)	5.84 in. (148 mm)	0.315 in. (8 mm)	25796
	16ft. (192 in.)(4877 mm)	7.84 in. (199 mm)	0.315 in. (8 mm)	25797
	16ft. (192 in.)(4877 mm)	11.84 in. (301 mm)	0.315 in. (8 mm)	25799
76 Series Cedar Lap (strand)	16ft. (192 in.)(4877 mm)	5.84 in. (148 mm)	0.375 in. (10 mm)	25785
	16ft. (192 in.)(4877 mm)	7.84 in. (199 mm)	0.375 in. (10 mm)	25786
	16ft. (192 in.)(4877 mm)	11.84 in. (301 mm)	0.375 in. (10 mm)	25787
76 Series Cedar Lap (fiber)	16ft. (192 in.)(4877 mm)	5.84 in. (148 mm)	0.375 in. (10 mm)	25922
	16ft. (192 in.)(4877 mm)	7.84 in. (199 mm)	0.375 in. (10 mm)	25923
	16ft. (192 in.)(4877 mm)	9.47 in. (241 mm)	0.375 in. (10 mm)	25924
	16ft. (192 in.)(4877 mm)	11.84 in. (301 mm)	0.375 in. (10 mm)	25925
76 Series SmartLock Cedar Lap (strand)	16ft. (192 in.)(4877 mm)	7.84 in. (199 mm)	0.375 in. (10 mm)	30317
120 Series Self-Aligning Cedar Lap (fiber)	16ft. (192 in.)(4877 mm)	7.84 in. (199 mm)	0.450 in. (11 mm)	25905

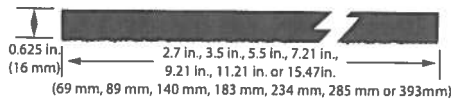
Reversible Trim

Two Great Looks In One

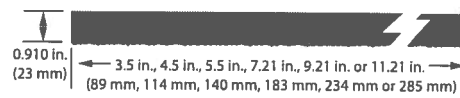
- The natural look of cedar on one side and smooth on the other
- Interior or exterior use, including corner boards, windows and doors
- Pre-primed for exceptional paint adhesion
- 16' length can result in faster installation and fewer seams
- Treated engineered wood fiber substrate



440 Series Reversible Trim (fiber)



540 Series Reversible Trim (fiber)



DESCRIPTION	LENGTH	ACTUAL WIDTH	ACTUAL THICKNESS	PID NUMBER
440 Series Reversible Trim (fiber)	16ft. (192 in.)(4877 mm)	2.70 in. (69 mm)	0.625 in. (16 mm)	25940 *
	16ft. (192 in.)(4877 mm)	3.50 in. (89 mm)	0.625 in. (16 mm)	25941
	16ft. (192 in.)(4877 mm)	5.50 in. (140 mm)	0.625 in. (16 mm)	25942
	16ft. (192 in.)(4877 mm)	7.21 in. (183 mm)	0.625 in. (16 mm)	25943
	16ft. (192 in.)(4877 mm)	9.21 in. (234 mm)	0.625 in. (16 mm)	25944
	16ft. (192 in.)(4877 mm)	11.21 in. (285 mm)	0.625 in. (16 mm)	25945
	16ft. (192 in.)(4877 mm)	15.47 in. (393 mm)	0.625 in. (16 mm)	38445
540 Series Reversible Trim (fiber)	16ft. (192 in.)(4877 mm)	3.50 in. (89 mm)	0.910 in. (23 mm)	25946
	16ft. (192 in.)(4877 mm)	4.50 in. (114 mm)	0.910 in. (23 mm)	25947
	16ft. (192 in.)(4877 mm)	5.50 in. (140 mm)	0.910 in. (23 mm)	25948
	16ft. (192 in.)(4877 mm)	7.21 in. (183 mm)	0.910 in. (23 mm)	25949
	16ft. (192 in.)(4877 mm)	9.21 in. (234 mm)	0.910 in. (23 mm)	25950
	16ft. (192 in.)(4877 mm)	11.21 in. (285 mm)	0.910 in. (23 mm)	25951



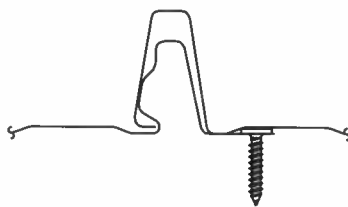
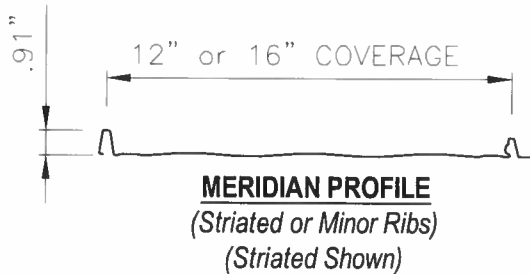
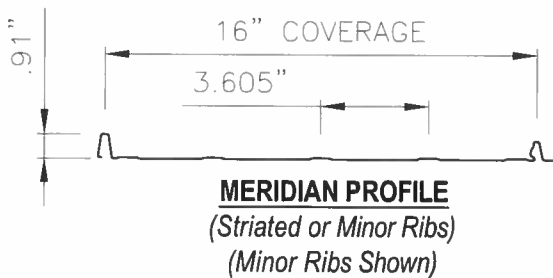
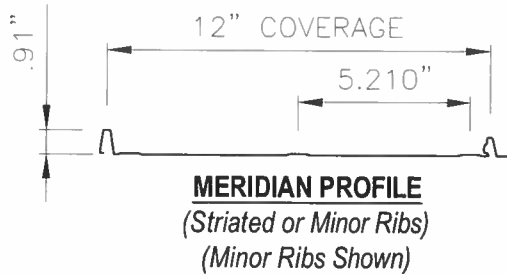
Smooth finish



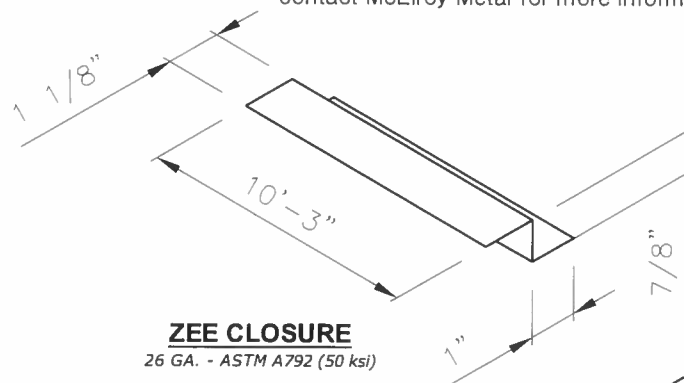
Cedar texture

Meridian Panel

Product Data



MERIDIAN SEAM



FOAM SEAM PLUG

Applications

Snap Seamed roof panel used on slopes down to 3:12. Standard panel lengths up to 45'. Please inquire for longer lengths.

Substrates

Plywood or Rigid Insulation/Metal Deck.

Material

Standard - 24 GA. or 26 GA. ASTM A792 (50 ksi steel)
AZ55 - Bare, AZ50 - Painted

Manufacturing

Roll formed in factory.

Finishes

Acrylic Coated Galvalume®
Fluoropolymer (Kynar 500® PVDF resin-based)

Pan Conditions

16" Minor Rib or Striated - 24 or 26 ga.
12" Minor Rib or Striated - 24 ga. only
Oil canning is inherent in all metal panels and is not cause for panel rejection. A signed pan wave acknowledgement will be required for all orders prior to production.

Testing *

Uplift: UL 580 Class 90
Air & Water Infiltration: ASTM E1680, and ASTM E1646.
Fire Resistance: UL 790 Class A
Impact Testing: UL2218 Class 4
Florida Product Approval: FL 2358.1
Texas Windstorm: RC-34

Testing and Approvals are product specific. Please inquire for details.

NOTE:

All data represented on this sheet may not be applicable to all widths and gauges. Please contact McElroy Metal for more information.



Architectural Colors

STANDARD COLORS

SAI: BUCKSKIN ROOF COLOR
SELECTED BY STOUGHTON UTILITIES.

REGAL WHITE



SANDSTONE



ASH GRAY



MATTE BLACK



FATINA GREEN



COLONIAL RED

BONE WHITE



ALMOND



SLATE GRAY



MEDIUM BRONZE



EVERGREEN



ROMAN BLUE



TERRA COTTA

SURREY BEIGE



BUCKSKIN



CHARCOAL



DARK BRONZE



MANSAARD BROWN



PATRICIAN BRONZE



ALL COLORS ARE ENERGY STAR COMPLIANT



A WATER PLAYGROUND EQUIPMENT SUBMITTAL

**FOR APPROVAL –PLEASE SIGN AND RETURN WITH COMPLETED COLOR SHEETS,
INCLUDING YOUR CONSTRUCTION SCHEDULE, TO GIVE APPROVAL FOR
PRODUCTION.**

Nordic Ridge
Stoughton, Wisconsin

W17653
June 01, 2017

Prepared By:

Tish Tatem

Sales Coordinator,

Fountain People | Water Odyssey

4600 Hwy 123

San Marcos, TX 78666

Main: 512.392.1155

Direct: 512.393.5298



WATER ODYSSEY™
BY FOUNTAIN PEOPLE
• PLAYCORE COMPANY

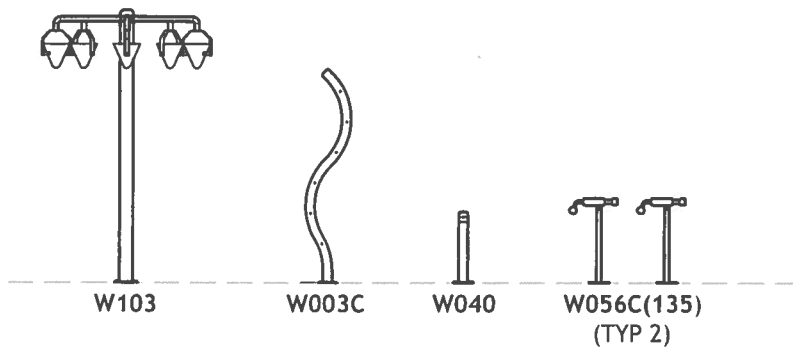
Nordic Ridge

PROJECT SERVICES/EQUIPMENT LIST

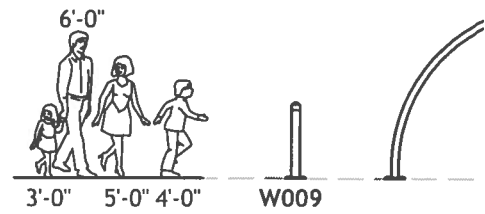
Qty	Component	Description
1	W003C	Curvy Cool™, Water Conserving
1	W040	Water Web™
2	W056C(135)	Gravity Shooter™ designed for 135 Degree Horizontal Swing Splash Zone
1	W074	Water Wickets™, 4 Arch Assembly
1	W103	Fill N' Spill™, 5-Arm Assembly
1	W057	Water Sprout™
1	W071	Water Flower™
2	W085	Splash-O-Lator™
1	W093	Water Weave™
1	W097C-8	Over N' Under™, Water Conserving
1	W226	Stream Weaver™
2	W280	Popp Dropp™
3	W200	Plain Drain™ with 4" Slip Connection
1	W009	Touch & Go™ Bollard, Wired.
1	DSC-8-16	UL-Listed Controller with 1 module for 8 hard-wired inputs, 2 modules for 16 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp.
1	WMF-12	Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections (no plug supplied); (12) discharge assemblies each w/(1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.

EQUIPMENT	
CLER	1
TED OLD	1

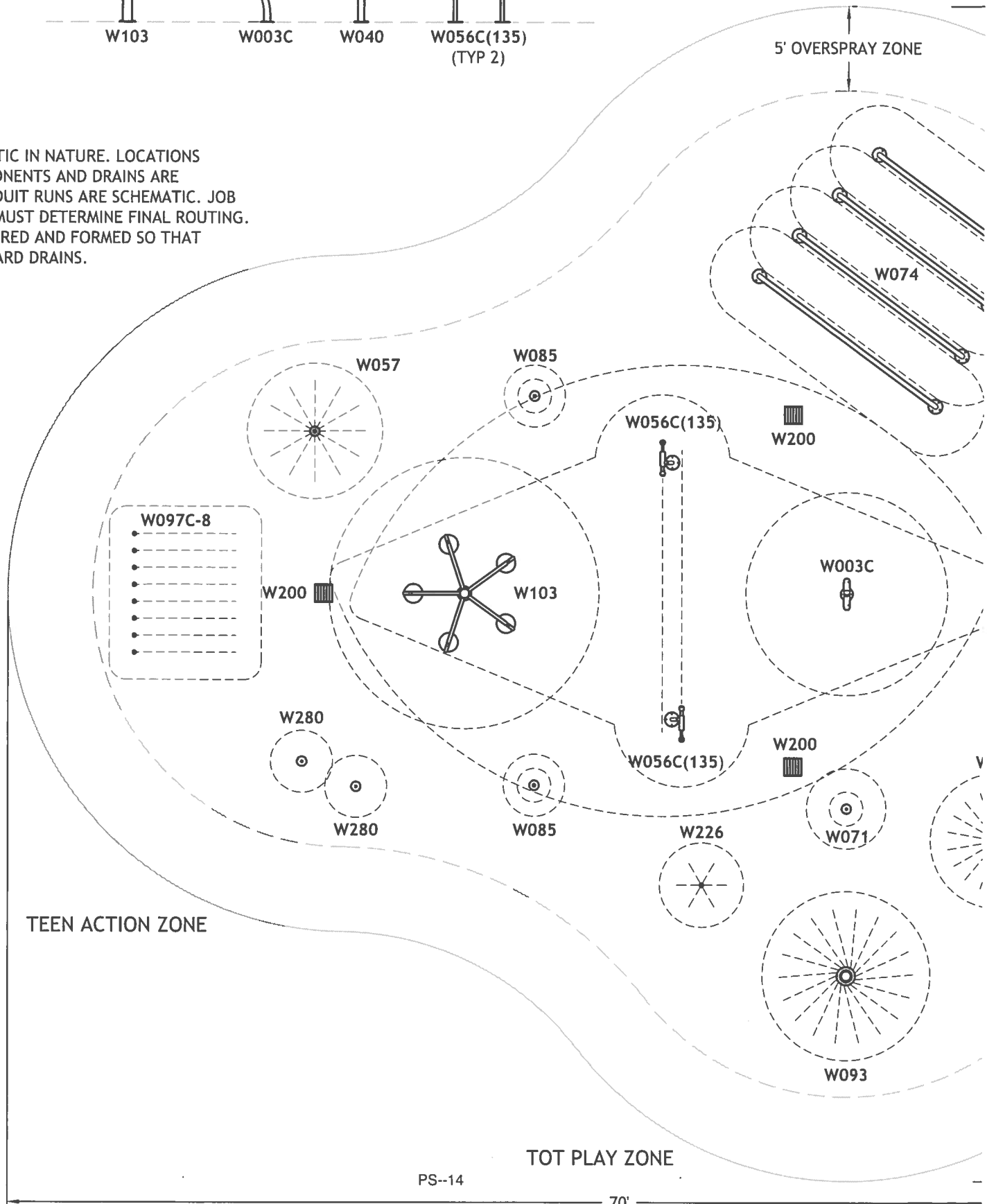
9



ABOVE GRADE FEATURES ELEVATIONS

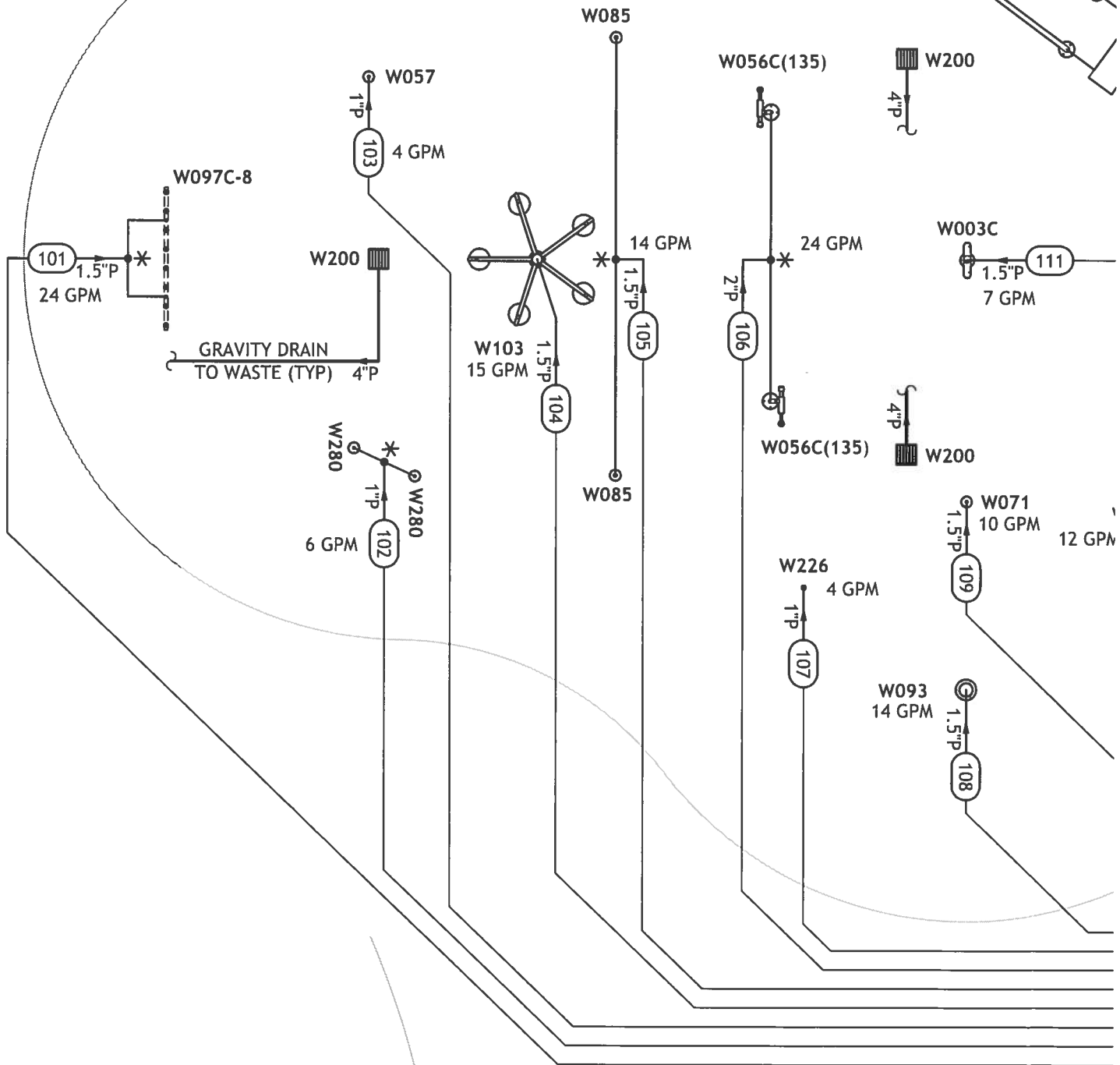


DIAGRAMMATIC IN NATURE. LOCATIONS
: PLAY COMPONENTS AND DRAINS ARE
NG AND CONDUIT RUNS ARE SCHEMATIC. JOB
OCAL CODES MUST DETERMINE FINAL ROUTING.
MUST BE POURED AND FORMED SO THAT
SLOPES TOWARD DRAINS.



EQUIPMENT	
LER	1
TED OLD	1

9



PS--15 MATCHLINE

MATCHLINE

PPLY
.0HZ
S
.RS

011

NOTES:

1. THIS DRAWING IS DIAGRAMMATIC IN NATURE. LOCATIONS RECOMMENDED FOR PLAY COMPONENTS AND DRAINS ARE APPROXIMATE. PIPING AND CONDUIT RUNS ARE SCHEMATIC. J CONDITIONS AND LOCAL CODES MUST DETERMINE FINAL ROUT
2. PIPING, CONDUIT, AND WIRE ARE BY INSTALLER.
3. PIPE SIZES ASSUME 100' MAXIMUM RUNS. LONGER RUNS MUST BE EVALUATED BY WATER ODYSSEY. CONTRACTOR RESPONSIBLE FOR VERIFICATION OF PIPE SIZE BETWEEN DISCHARGE MANIFOLD AND FEATURES. VELOCITY NOT TO EXCEED 8FT/SECOND.
4. SYMBOL "X" INDICATES THAT THE TEE MUST BE PLACED IN CENTER OF THE PIPING RUN TO ENSURE BALANCED FLOW.
5. WET DECK AREA MUST BE POURED AND FORMED SO THAT WATER SHED AREA SLOPES TOWARD DRAINS.

PLAY SCENARIO ZONES

ACTIVATOR LABEL	011
ACTIVATOR LOCATION	W009 TOUCH N' GO HARD-WIRED
MANIFOLD VALVE ASSEMBLY LABEL	101 THRU 112

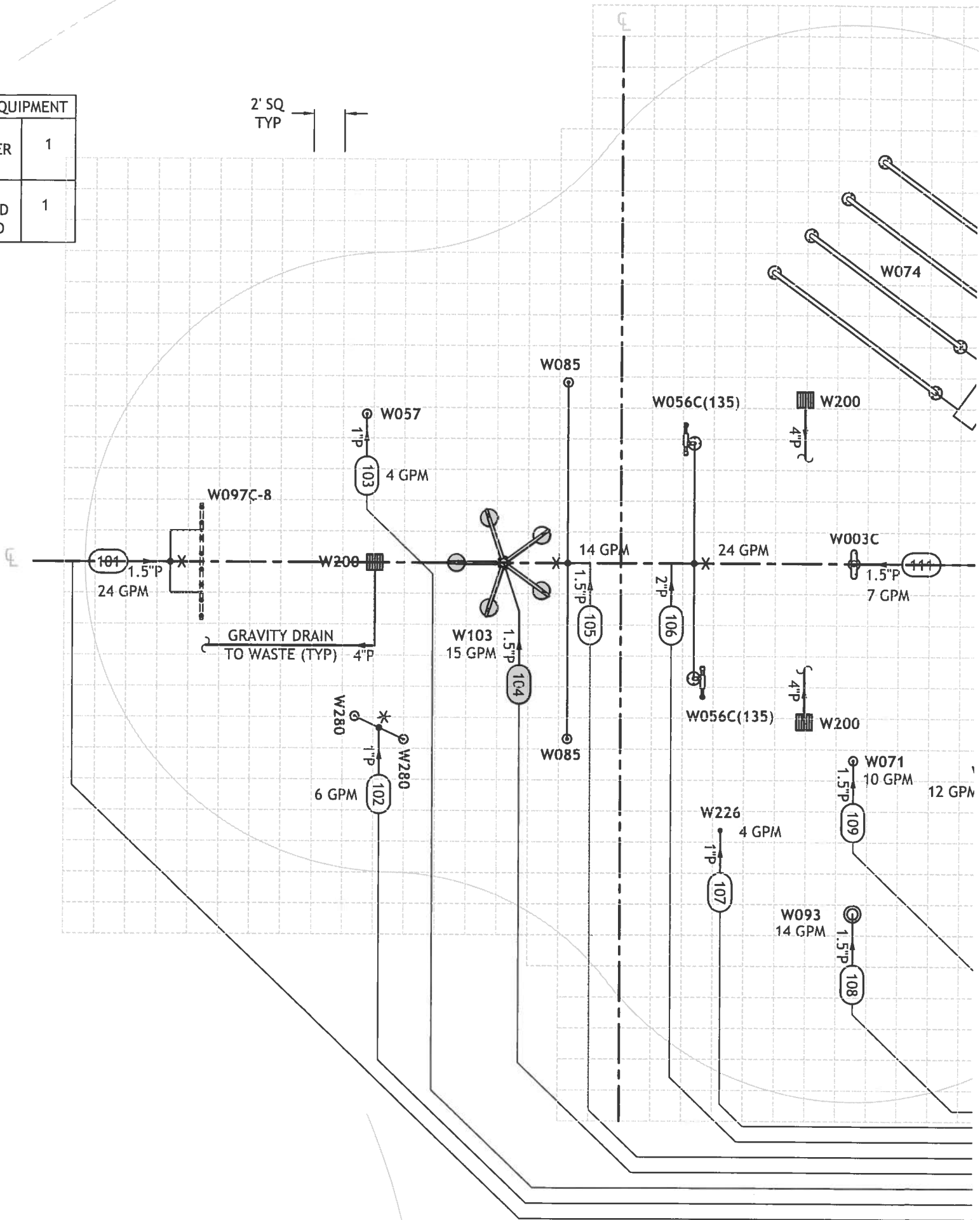
"REFER TO ELECTRICAL SCHEMATICS AND PROGRAMMING SHEET FOR WIRING CONNECTIONS TO BE MADE TO TAGGED SOLENOID VALVE ASSEMBLIES"

WMF-12

EQUIPMENT	
LER	1
TED OLD	1

2' SQ
TYP

9



Specifications

Model Number: W003

Interactive Water Effect: Shall be cooling mister nozzles around the circumference of the shaft.

Shaft: 4" type 304 stainless steel pipe with a triple bend and machined type 304 base plate.

Anchor Base: Type 304 stainless steel machined to mate with shaft base plate with grounding connection and 2" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gasket: 70 durometer EPDM o-ring.

Fasteners: Tamper-resistant 18/8 stainless steel.

Finish: Textured elastomeric urethane with a UV and chlorine resistant sealer coat.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Nozzles: 18 machined brass mist jets standard; 9 with water conserving version.

Optional Adders:

☐ Wireless Activator Button (-SW)

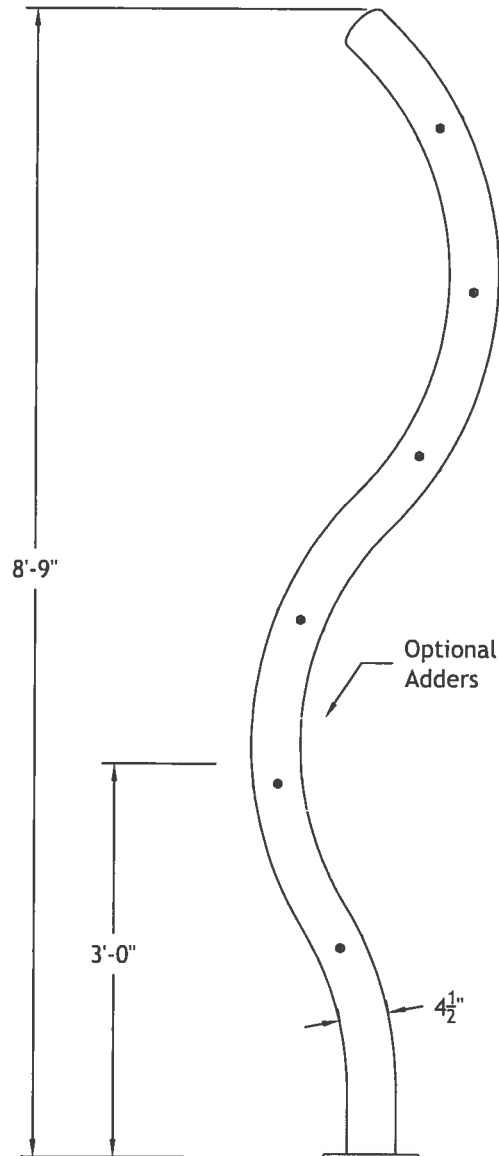
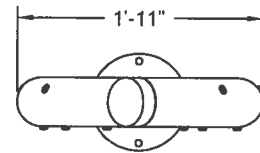
Transmitter: Solid state with encoded signal and integral omni-directional antenna.

Activator Power: 3 VDC lithium battery (CR2477).

☐ Wired Activator Button (-ST)

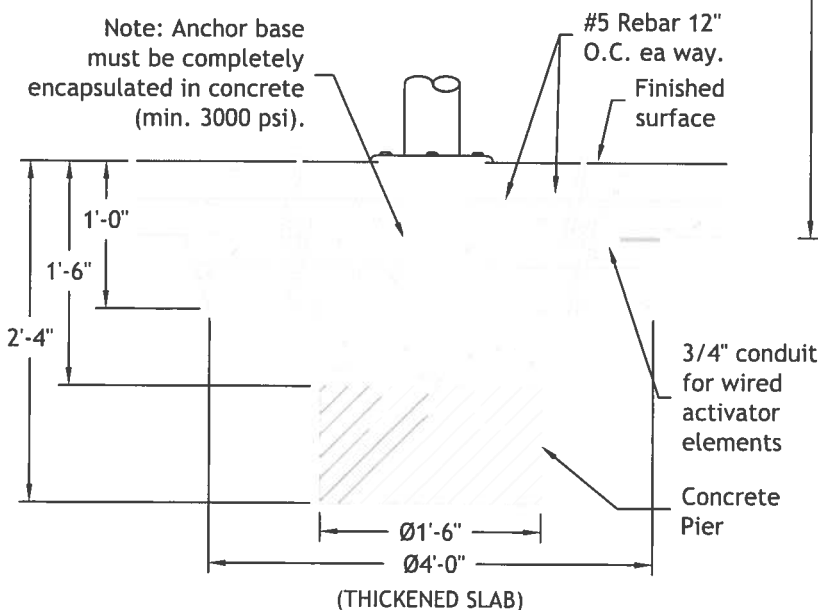
Activator Switch: 12 VDC.

Activator Cord: 150' of #18/2 type STOW, minimum 3/4" conduit recommended..



Anchor Base

Note: Anchor base must be completely encapsulated in concrete (min. 3000 psi).



Hydraulic Requirements

☐ W003

GPM	psi
14	20

☐ *W003C - Water Conserving Version

*CGPM	*Cpsi
7	20

**Water
Odyssey™**

Curvy Cool™

PS--18

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W003

06-25-13

Specifications

Model Number: W056

Interactive Water Effect: Shall be a directable highly aerated spray of water.

Shaft: Straight 2" type 304 stainless steel pipe with machined type 304 base plate.

Elbow: 2" type 304 stainless steel.

Housing: Fabricated type 304 stainless steel.

Joints: Precision machined Delrin® flow control joints adjustable for 45°-360° directional flow.

Anchor Base: Type 304 stainless steel machined to mate with shaft base plate includes grounding connection and 2" FPT inlet. Supplied with (4) 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gasket: 70 durometer EPDM o-ring.

Fasteners: Tamper-resistant 18/8 stainless steel.

Finish: Textured elastomeric urethane with a UV and chlorine resistant sealer coat.

Color: Specify: red, dark blue, light blue, yellow, green, orange, or purple.

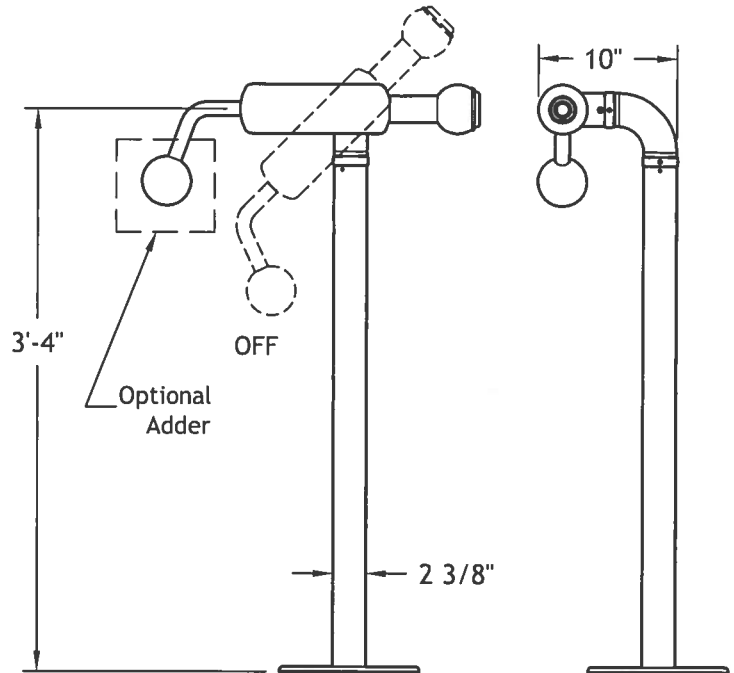
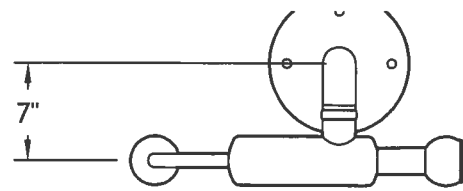
Nozzle Standard: Machined brass foam nozzle.

(Nozzle Conserving: Machined brass multi stream nozzle.)

Optional Adders:

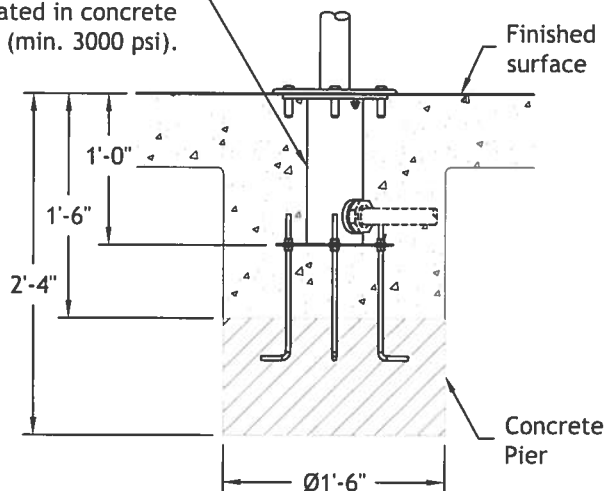
☐ Wireless Activator Button (-SW)

Transmitter: Solid state with encoded signal and integral omni-directional antenna.

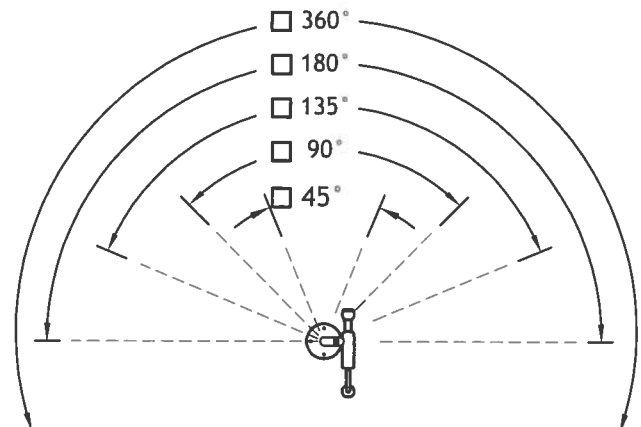


Anchor Base

Note: Anchor base must be completely encapsulated in concrete (min. 3000 psi).



Splash Zone

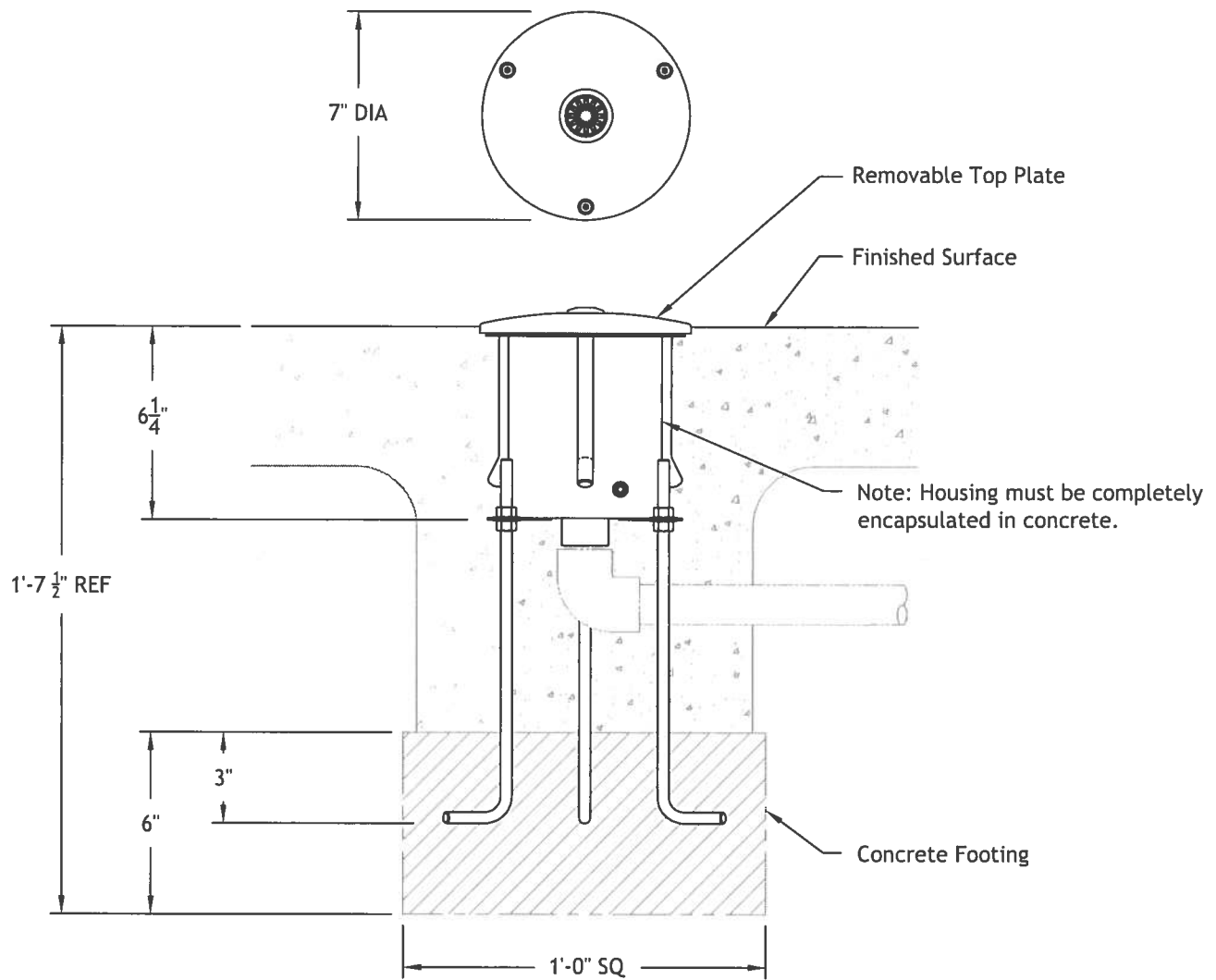


Hydraulic Requirements

W056			W056C - Conserving		
Throw @ 45°	GPM	psi	Throw @ 45°	GPM	psi
10'	15	20	10'	9	12
15'	20	23	15'	12	14
20'	27	27	20'	16	16



Gravity Shooter™



Specifications

Model Number: W057

Interactive Water Effect: Shall be an array of small outward arching streams of water.

Housing: 20 gauge deep-drawn type 304 stainless steel with grounding connection and 1" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gaskets: 70 durometer EPDM o-ring.

Construction Cover: Reusable 7" diameter HDPE (high density polyethylene).

Top Plate: 7" diameter slightly domed cast bronze with interchangeable nozzle assembly and UV stabilized, textured elastomeric urethane coating with a UV and chlorine resistant sealer coat.

Top Plate Anchors: Three 1/2" x 5" machined brass with 30° hook bend.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzle: Precision machined brass.

Hydraulic Requirements

□ W057

Height	Spread	GPM	psi
2'	6'	4	1

**Water
Odyssey™**

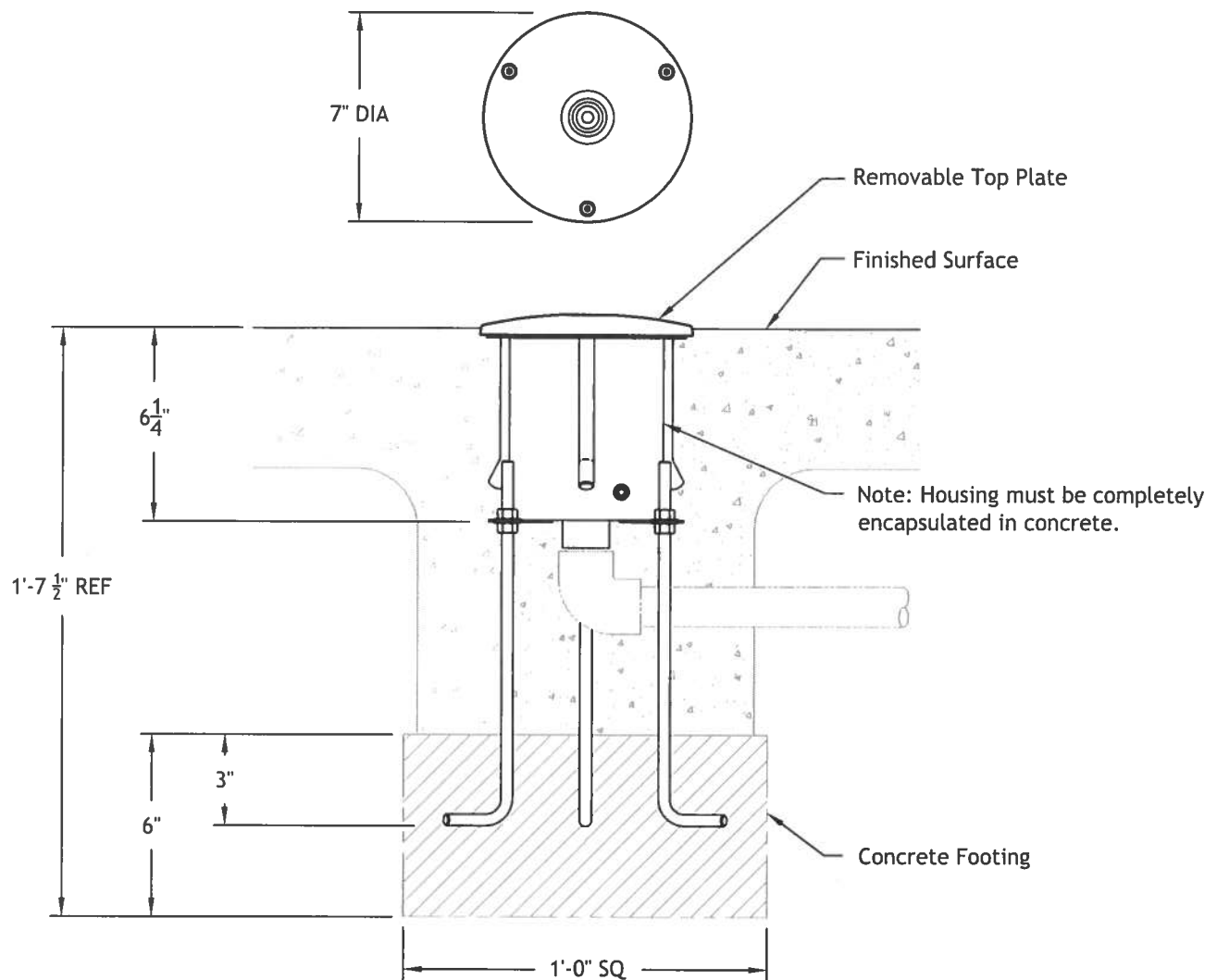
Water Sprout™

PS--20

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W057

A-7R-11



Specifications

Model Number: W071

Interactive Water Effect: Shall be a sheet effect in the shape of a morning glory.

Housing: 20 gauge deep-drawn type 304 stainless steel with grounding connection and 1" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gaskets: 70 durometer EPDM o-ring.

Construction Cover: Reusable 7" diameter HDPE (high density polyethylene).

Top Plate: 7" diameter slightly domed cast bronze with interchangeable nozzle assembly and UV stabilized, textured elastomeric urethane coating with a UV and chlorine resistant sealer coat.

Top Plate Anchors: Three 1/2" x 5" machined brass with 30° hook bend.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzle: Precision machined brass.

Hydraulic Requirements

□ W071

Height	Spread	GPM	psi
1'	2'	10	1

**Water
Odyssey™**

Water Flower™

PS--21

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W071

6-28-13

Specifications

Model Number: W074

Interactive Water Effect: Shall be a mist effect within the boundaries of the arch.

Shaft: 3" type 304 stainless steel pipe with full radius bend and machined type 304 base plate.

Anchor Base: Type 304 stainless steel machined to mate with shaft base plate with grounding connection and 2" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Closed End Base: Supplied with 2 stainless steel concrete anchors, 18/8 stainless steel tamper-resistant screws, and a threaded drain plug.

Gasket: 70 durometer EPDM o-ring.

Fasteners: Tamper-resistant 18/8 stainless steel.

Finish: Textured elastomeric urethane with a UV and chlorine resistant sealer coat.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Nozzles: 20 (5 per arch) machined brass mist jets.

Optional Adders:

Wireless Activator Button (-SW)

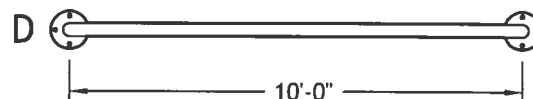
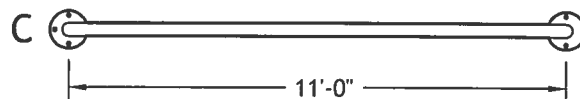
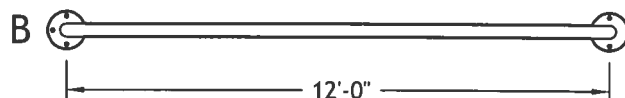
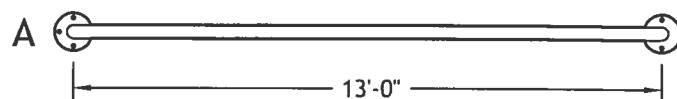
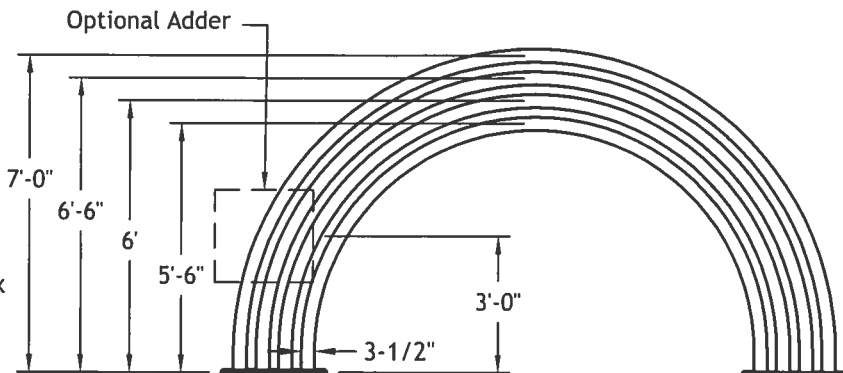
- ☐ Transmitter: Solid state with encoded signal and integral omni-directional antenna.

Activator Power: 3 VDC lithium battery (CR2477).

Wired Activator Button (-ST)

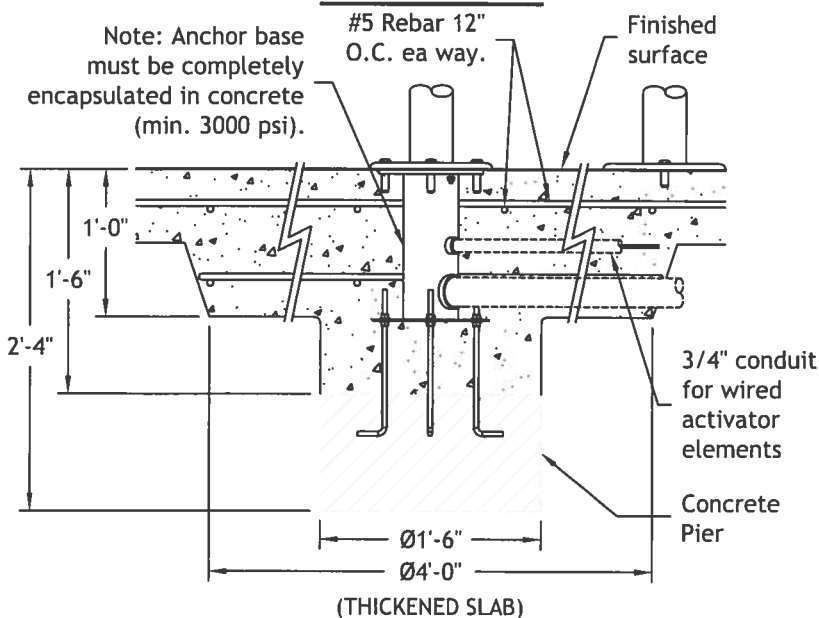
- ☐ Activator Switch: 12 VDC.

Activator Cord: 150' of #18/2 type STOW, minimum 3/4" conduit recommended.



Anchor Base

Note: Anchor base must be completely encapsulated in concrete (min. 3000 psi).



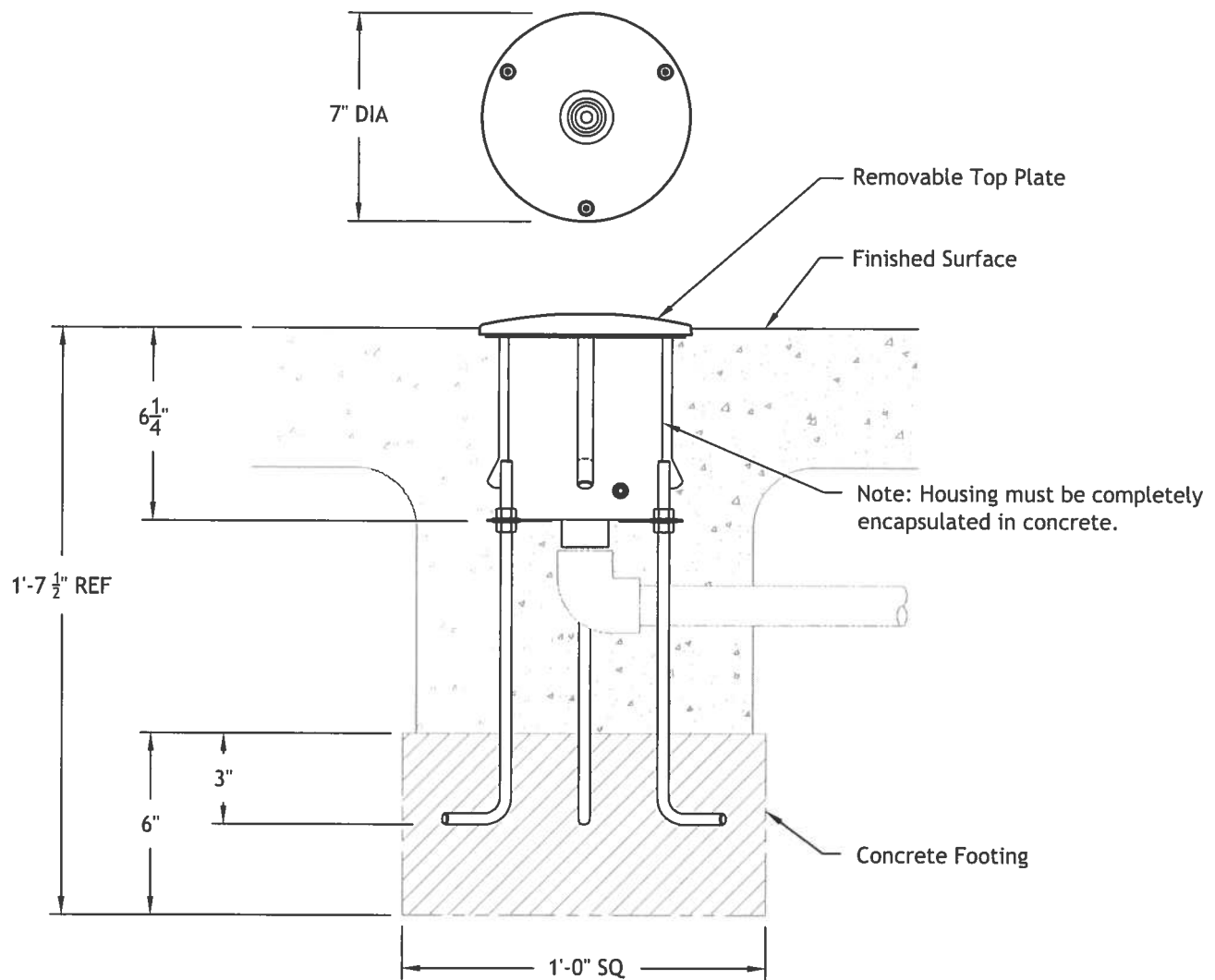
Hydraulic Requirements

☐ W074

GPM	psi
15	20



Water Wickets™



Specifications

Model Number: W085

Interactive Water Effect: Shall be a surging splash effect.

Housing: 20 gauge deep-drawn type 304 stainless steel with grounding connection and 1" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gaskets: 70 durometer EPDM o-ring.

Construction Cover: Reusable 7" diameter HDPE (high density polyethylene).

Top Plate: 7" diameter slightly domed cast bronze with interchangeable nozzle assembly and UV stabilized, textured elastomeric urethane coating with a UV and chlorine resistant sealer coat.

Top Plate Anchors: Three 1/2" x 5" machined brass with 30° hook bend.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzle: Precision machined brass.

Hydraulic Requirements

□ W085

Height	GPM	psi
4'	7	3
8'	10	4

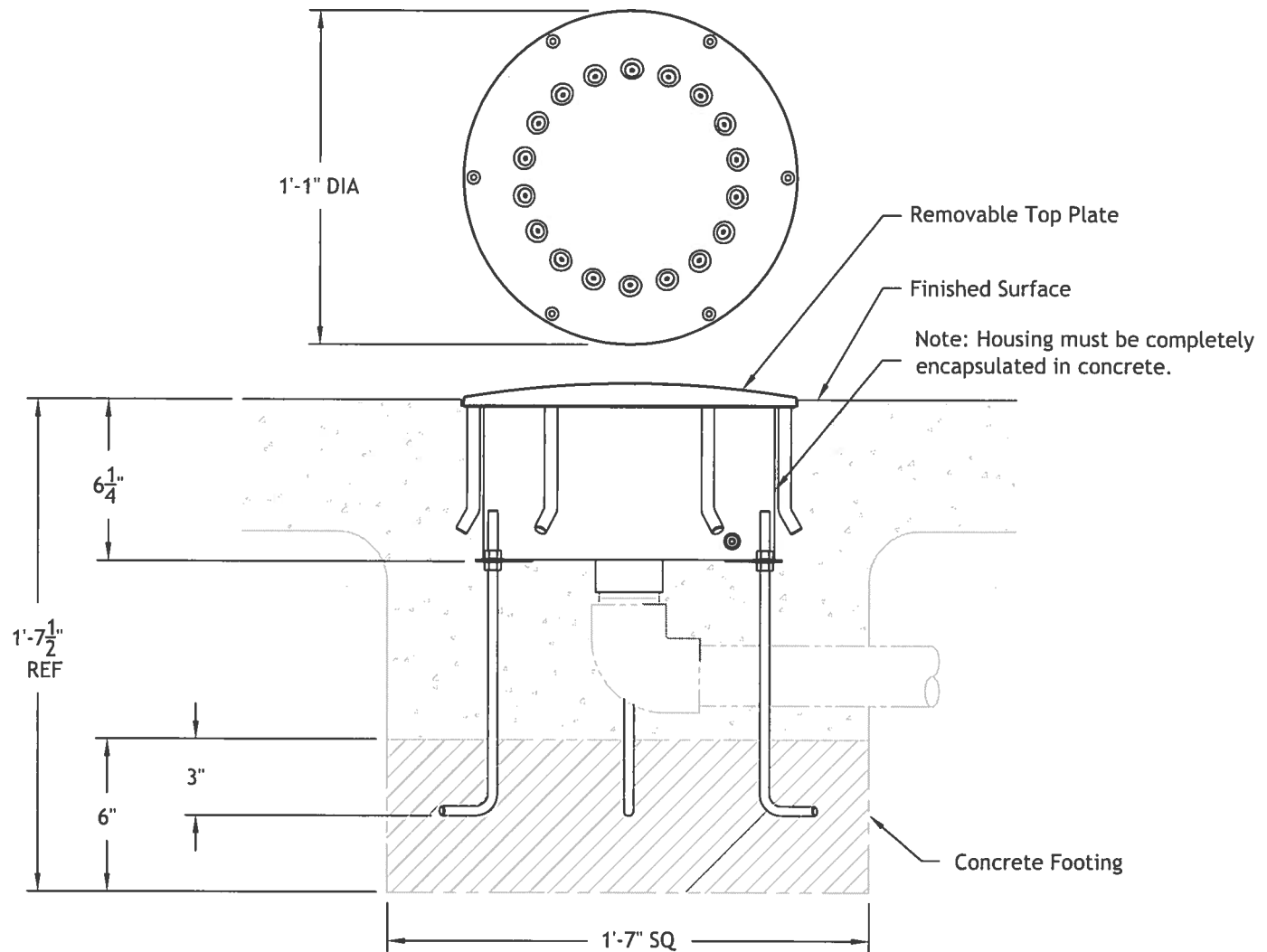


Splash-O-Lator™

PS--23

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W085



Specifications

Model Number: W093

Interactive Water Effect: Shall be a "basket weave" pattern of streams of water.

Housing: 20 gauge deep-drawn type 304 stainless steel with grounding connection and 2" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gasket: 70 durometer EPDM o-ring.

Construction Cover: Reusable 13" diameter HDPE (high density polyethylene).

Top Plate: 13" diameter slightly domed cast bronze with UV stabilized, textured elastomeric urethane coating.

Top Plate Anchors: Six 1/2" x 5" machined brass with 30° hook bend.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzles: Eighteen precision machined brass.

Hydraulic Requirements

□ W093

Height	Spread	GPM	psi
2'	4'	10	1
4'	8'	14	2
6'	16'	17	4

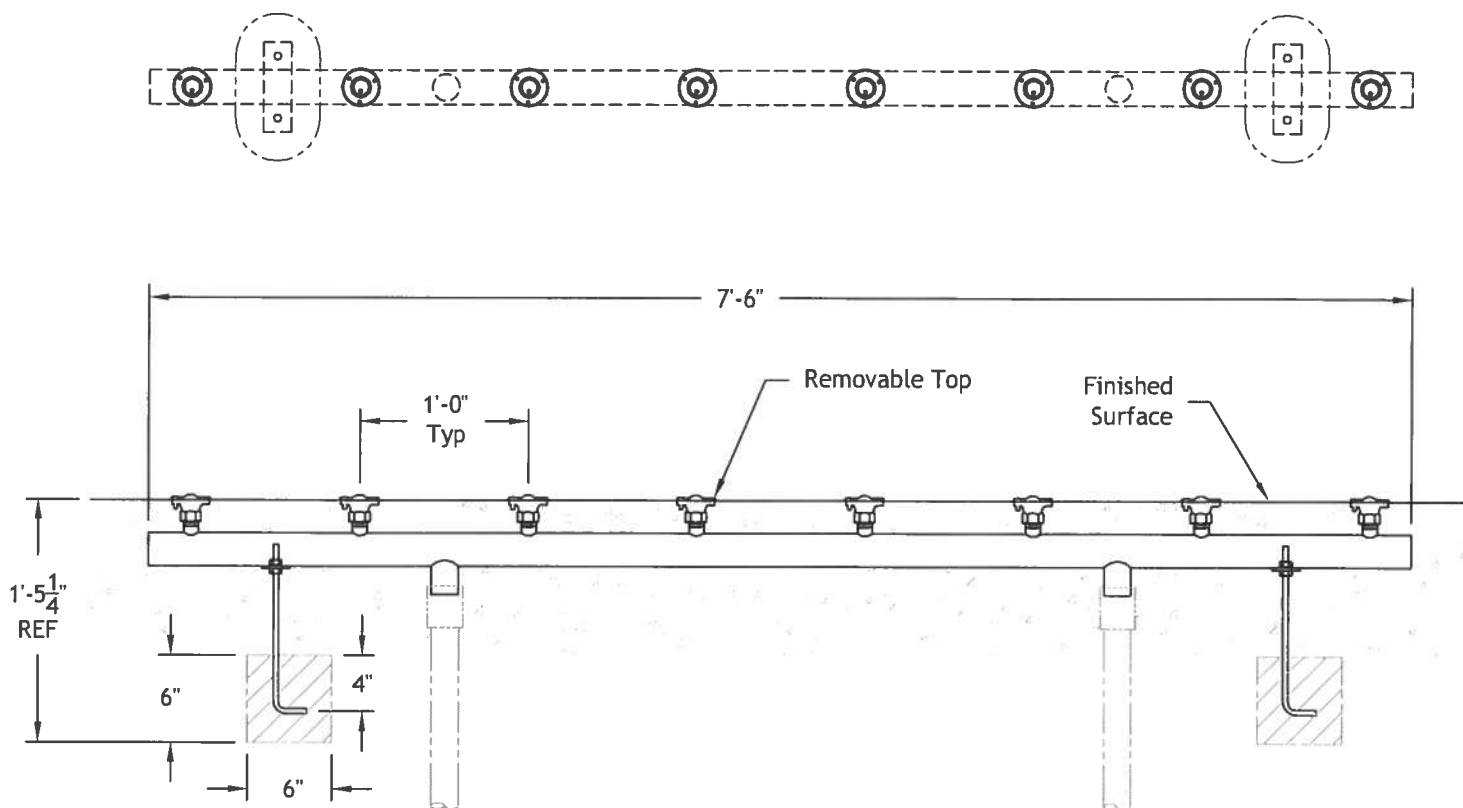
**Water
Odyssey™**

Water Weave™

PS--24

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W093



Specifications

Model Number: W097-8

Interactive Water Effect: Shall be a row of eight streams of water adjustable from vertical to 60 degrees.

Housing: Schedule 40 red brass pipe with grounding connection and two 1½" MPT inlets. Supplied with 4, 3/8" x 12" x 2" 18/8 stainless steel anchor bolts with two leveling nuts and washers per bolt.

Construction Covers: 2¾" diameter HDPE (high density polyethylene).

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzles: Eight adjustable precision machined brass.

Hydraulic Requirements

□ W097-8

Height	Throw	GPM	psi
2'	2'	16	2
4'	4'	24	3
6'	6'	40	4

☒ *W097C-8 - Water Conserving Version

Height	Throw	GPM	psi
2'	2'	8	2
4'	4'	16	3
6'	6'	24	4



Over N' Under™ -8

PS--25

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01-24-06

W097-8

Specifications

Model Number: W103

Interactive Water Effect: Shall be a dump bucket effect regulated by volume of flow.

Shaft: Straight 6" type 304 stainless steel pipe with machined type 304 base plate.

Arms: 2" type 304 stainless steel pipe.

Yokes: Type 304 stainless steel.

Buckets: Heavy-duty FRP (fiber reinforced polyester).

Anchor Base: Type 304 stainless steel machined to mate with shaft base plate with grounding connection and 2" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gasket: 70 durometer EPDM o-ring.

Fasteners: Tamper-resistant 18/8 stainless steel.

Finish: Textured elastomeric urethane with a UV and chlorine resistant sealer coat.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Nozzles: 5 stainless steel flow control nipples.

Optional Adders:

☐ Wireless Activator Button (-SW)

Transmitter: Solid state with encoded signal and integral omni-directional antenna.

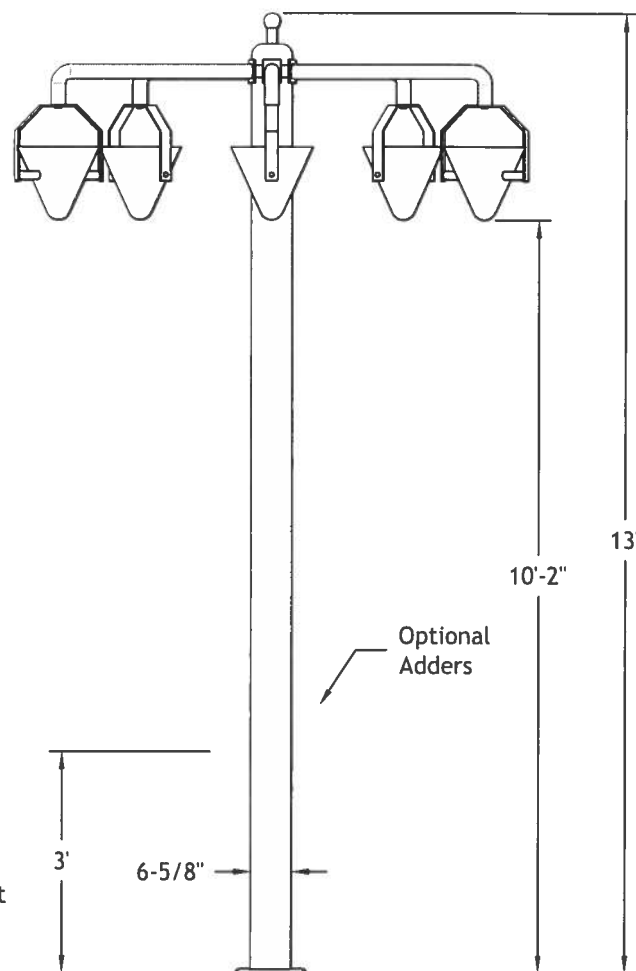
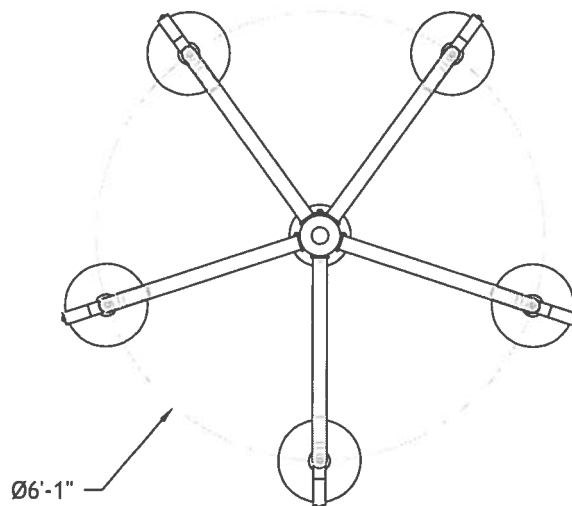
Activator Power: 3 VDC lithium battery (CR2477).

☐ Wired Activator Button (-ST)

Activator Switch: 12 VDC.

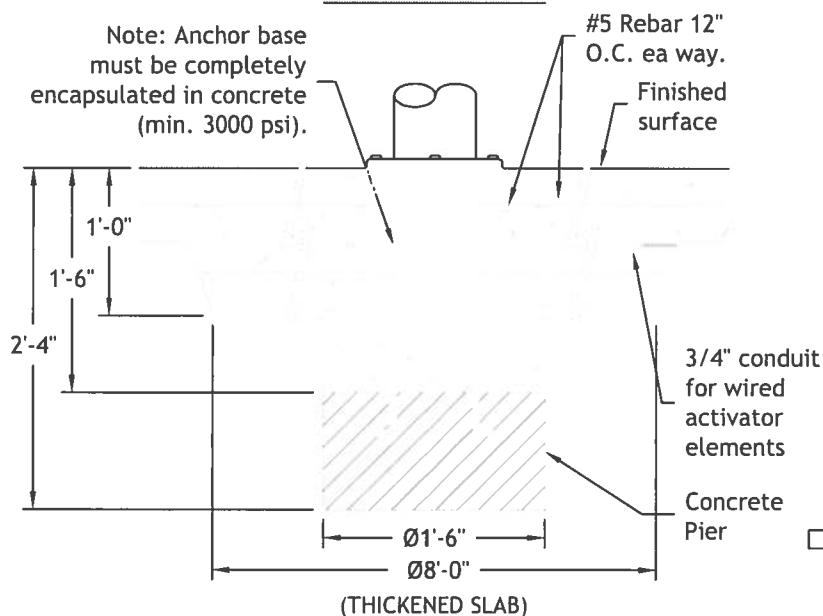
Activator Cord: 150' of #18/2 type STOW, minimum 3/4" conduit recommended.

☐ Hand Wheel (-HW): Stainless steel coated with a heavy-duty aliphatic urethane.



Anchor Base

Note: Anchor base must be completely encapsulated in concrete (min. 3000 psi).



Hydraulic Requirements

☐ W103

GPM	psi
5-15	6

**Water
Odyssey™**

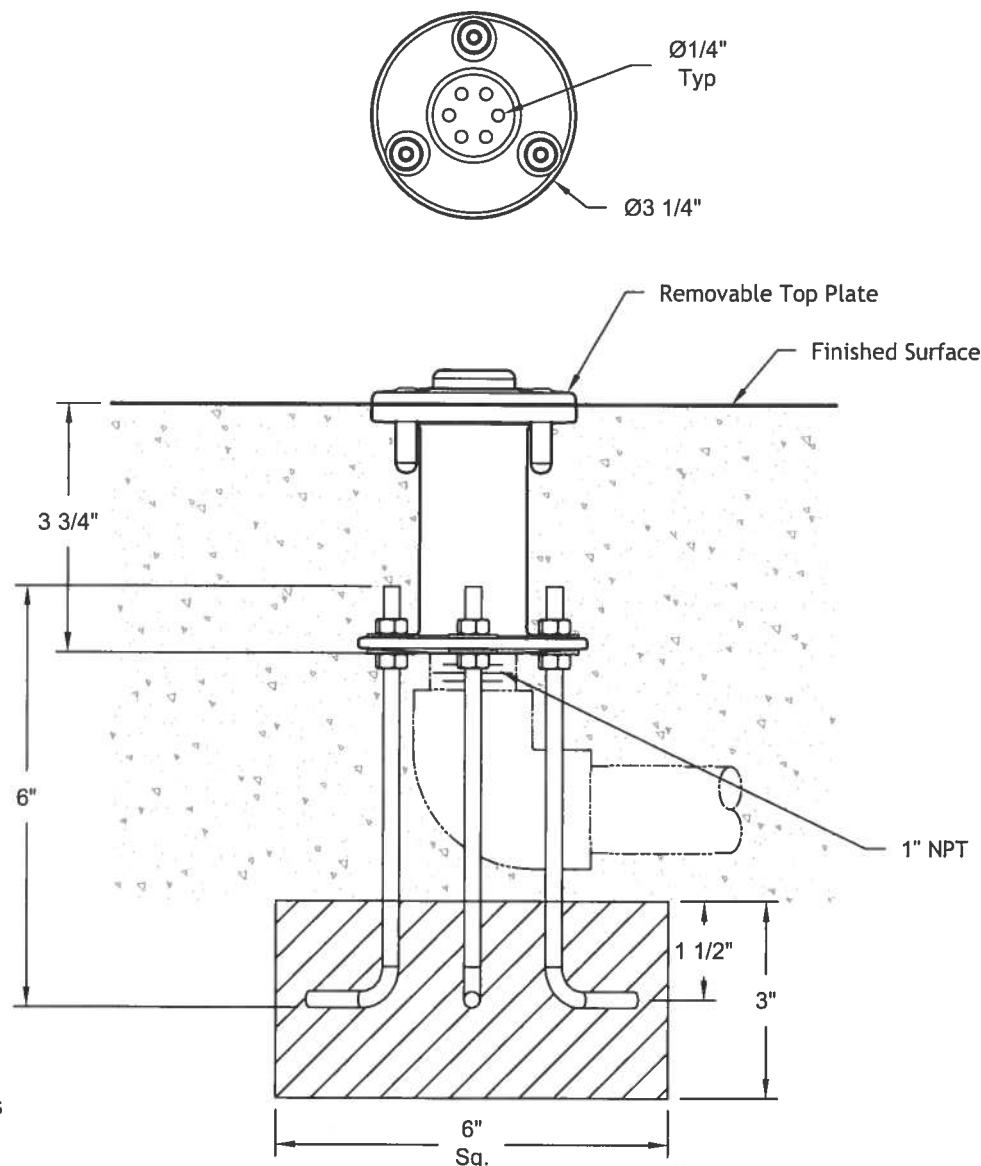
Fill N' Spill™

PS--26

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06/20/13

W103



Note
Pipe and fittings
by installer.

Specifications

Hydraulic Requirements

Model No: W226

□ W226

Interactive Water Effect: Multiple streams of solid water arch up and outward from this Steppers™ play effect. A child steps on this nozzle to turn off the water effect.

Housing: Machined cast bronze with natural finish. 1" FTP inlet and grounding lug.

Top Plate: Machined cast bronze.

Finish: Textured elastomeric urethane with UV and chlorine resistant sealer coat. Select from red, dark blue, light blue, yellow, green, orange, or purple.

Fasteners: Tamper-resistant 18/8 stainless steel.

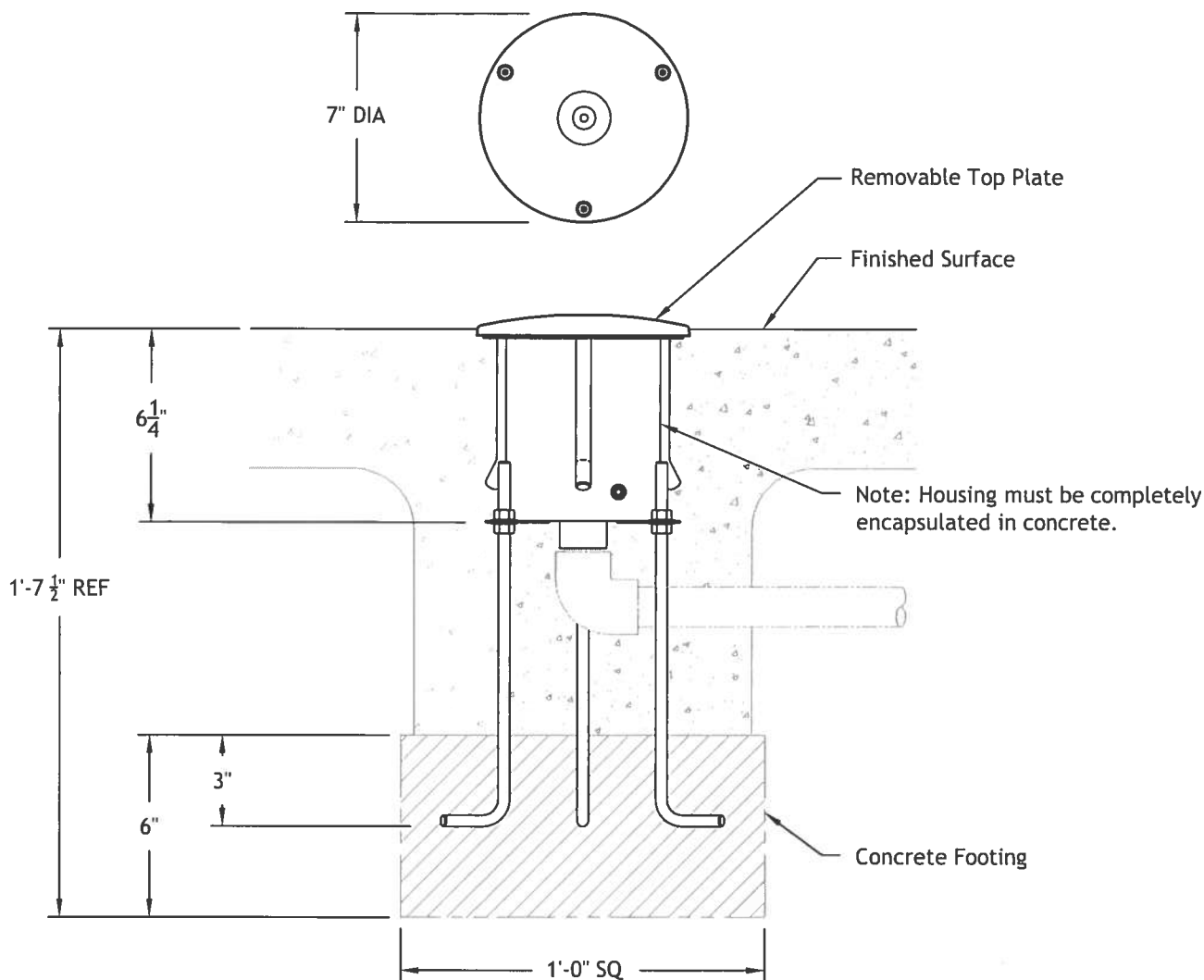
Leveling Bolts: 1/4"-20 threaded with 2 nuts and 2 washers per bolt.

Nozzle: Precision machined Delrin®.

Height	GPM	psi
4'	4.0	3



Stream Weaver™



Specifications

Model Number: W280

Interactive Water Effect: Shall be a vertical aerated stream of water.

Housing: 20 gauge deep-drawn type 304 stainless steel with grounding connection and 1" FPT inlet. Supplied with 4, 3/8" x 12" x 2" anchor bolts with two leveling nuts and washers per bolt and wood pour template.

Gaskets: 70 durometer EPDM o-ring.

Construction Cover: Reusable 7" diameter HDPE (high density polyethylene).

Top Plate: 7" diameter slightly domed cast bronze with interchangeable nozzle assembly and UV stabilized, textured elastomeric urethane coating with a UV and chlorine resistant sealer coat.

Top Plate Anchors: Three 1/2" x 5" machined brass with 30° hook bend.

Color: (Specify red, dark blue, light blue, yellow, green, orange, or purple.)

Fasteners: Tamper-resistant 18/8 stainless steel.

Nozzle: Precision machined brass.

Hydraulic Requirements

□ W280

Height	GPM	psi
4'	3	7
8'	5	9
12'	6	11



Popp Dropp™

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6/28/13

W280

Specifications

Model Number: W009

Shaft: 4" type 304 stainless steel pipe.

Base Plate: Type 304 stainless steel.

Anchors: (4) stainless steel concrete anchors, supplied.

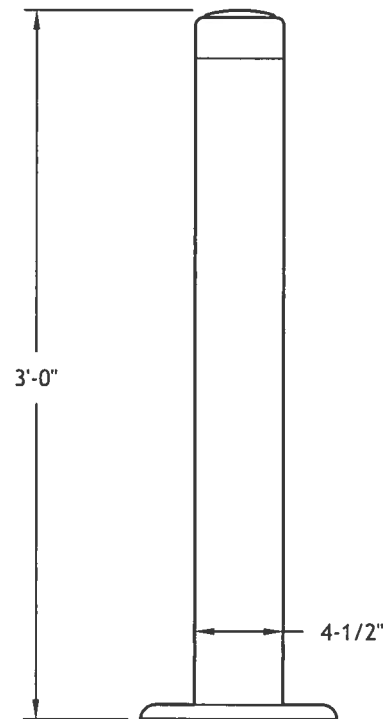
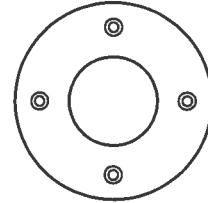
Finish: Textured elastomeric urethane with a UV and chlorine resistant sealer coat.

Fasteners: Tamper-resistant type 18/8 stainless steel.

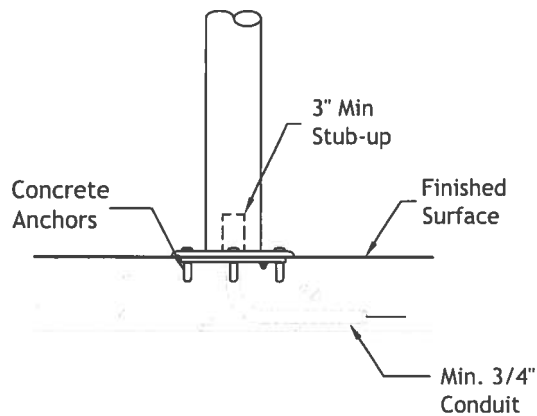
Activator Housing: Machined from solid PVC stock.

Activator Cord: 150' of 18/3 type SJTOW submersible cable pre-wired to activator button, supplied.

Hand Print Decal:



Anchor Base



**Water
Odyssey™**

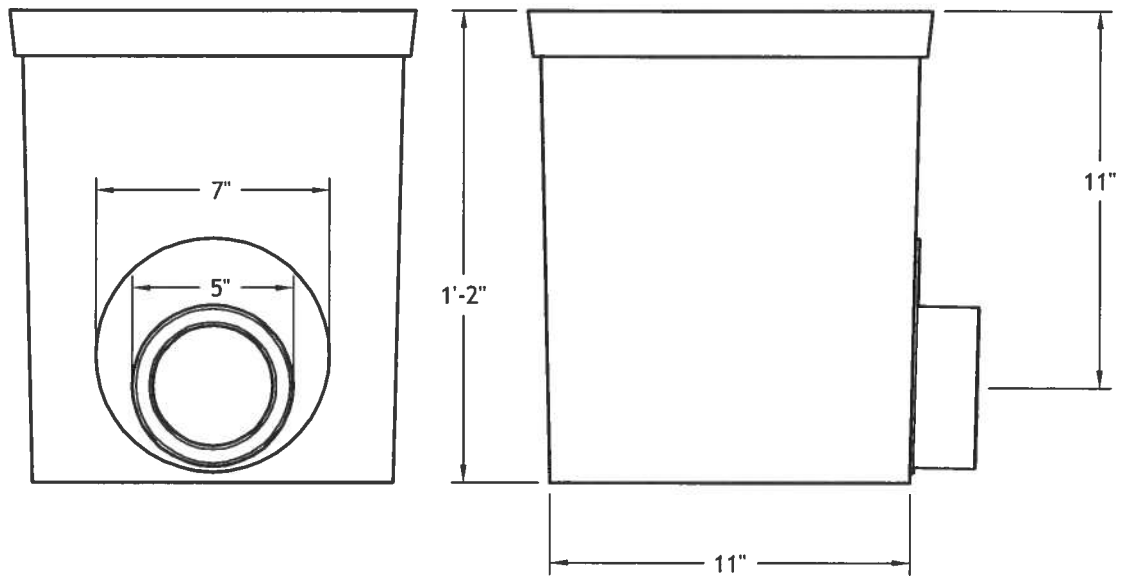
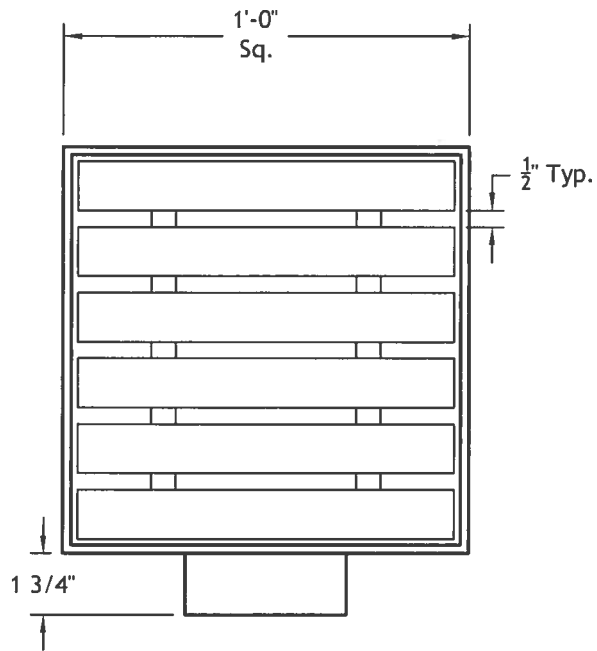
Touch & Go™

PS--29

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W009

NR-11-09



Specifications

Model No: W200

Hydraulic: 50 GPM.

Sump: Formed polyethylene.

Grate: Heavy-duty FRP grate with skid resistant surface urethane coating. Meets ADA guidelines.

Strainer Basket: Molded Polyurethane

Grate Color: Specify red, light blue, yellow, green, dark blue, orange, or purple.

Outlet: 4" slip connection.

Fasteners: Tamper-resistant 18/8 stainless steel.



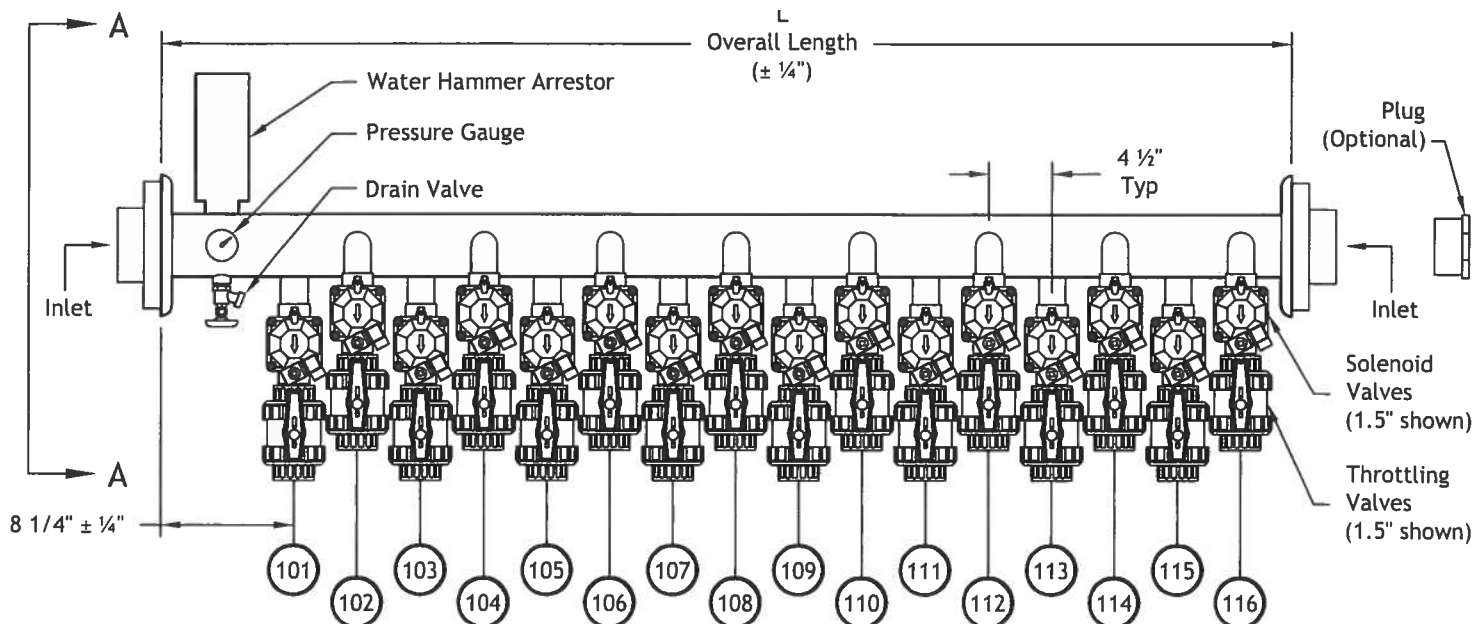
Plain Drain™

PS-30

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W200

03-07-11



Notes:

1. All field piping and fittings by installer.
2. If manifold requires only (1) inlet, then plug inlet not used. If (2) water inlets are required, then plug does not need to be installed.

Specifications

Distribution Header: 4" type 304L stainless steel pipe with flanged connection on both ends.

Solenoid Valves: Die cast bronze with stainless steel hardware, DIN connector with 15' cord, and 24VAC UL Recognized solenoid.

Throttling Valves: True union ball valve, Schedule 80 PVC.

Water Hammer Arrestor: 2" Copper and brass construction with pre-set operating pressure of 10-35 psi.

Drain Valve: 3/4" Cast bronze hose bib.

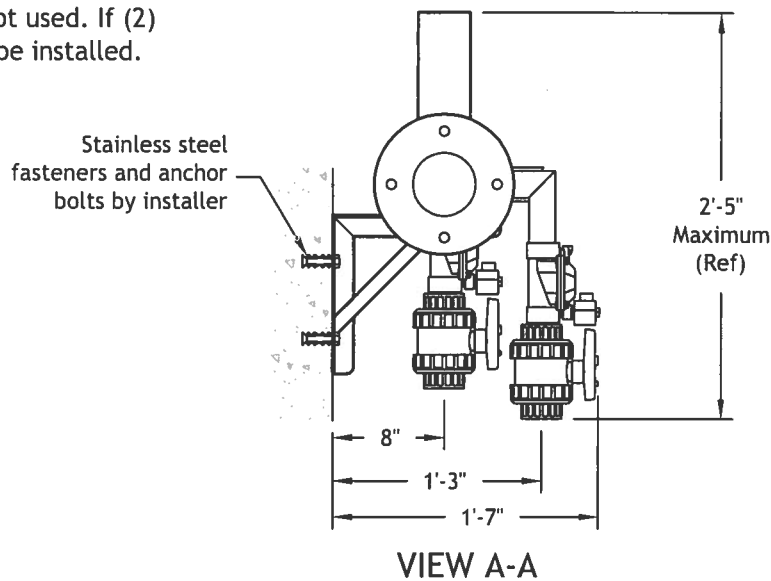
Pressure Gauge: Discharge Pressure Gauge: Tru-Tel #3550BC4L1D6F, 0-60 psi.

Mounting Brackets: Type 304 stainless steel with 1/2" stainless steel u-bolt.

Catalog Numbering: Numeric suffix following WMF- indicates number of discharge assemblies.

Options (Sold Separately)

- ☐ Plug
- ☐ Press. Reducing Valve
- ☐ Press. Relief Valve
- ☐ Backflow Preventer
- ☐ Inlet Kit (unassembled)



Discharge Pipe Sizes

No.	1"P	1.5"P	2"P	"L"
101				13.25"
102				17.75"
103				22.25"
104				26.75"
105				31.25"
106				35.75"
107				40.25"
108				44.75"

No.	1"P	1.5"P	2"P	"L"
109				49.25"
110				53.75"
111				58.25"
112				62.75"
113				67.25"
114				71.75"
115				76.25"
116				80.75"



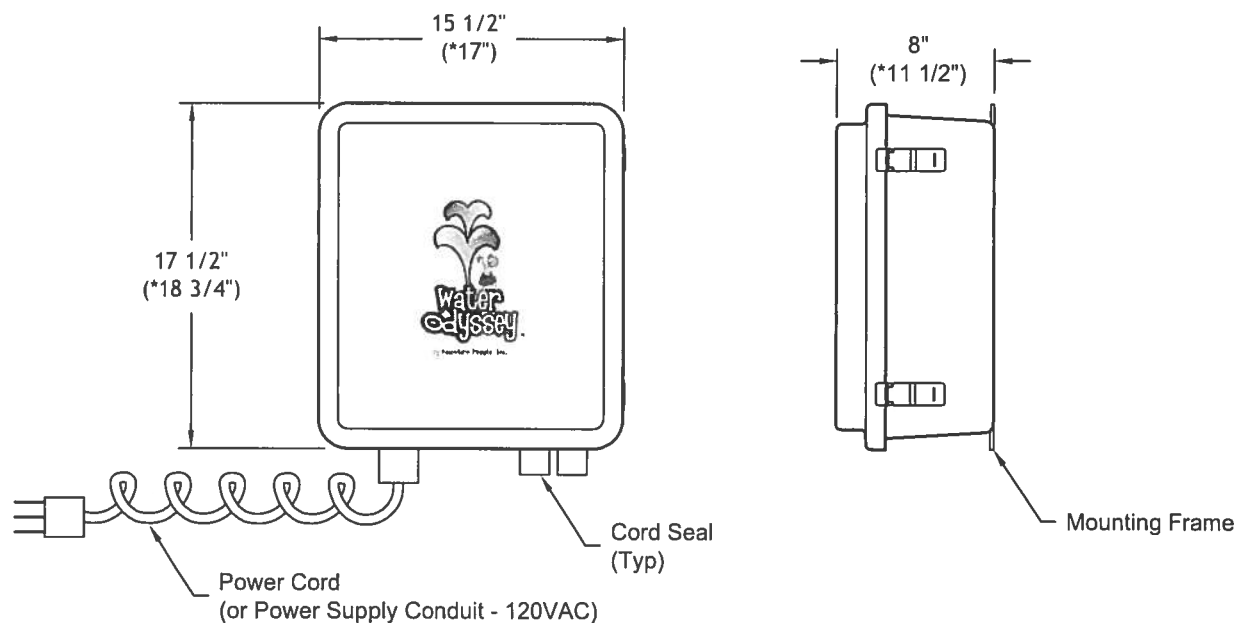
WMF-04 to WMF-16

Flanged Wall Mounted Distribution Manifold

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3/13/15

WMF-04 to WMF-16



Note: Conduit and Wire By Installer

Specifications

Model No: DSC-x-x (See Chart).

Housing: NEMA 4X with lockable hasp.

Input Voltage: 120VAC/60 Hertz, 20 Amps.

Wired Inputs: See Chart.

Wired Activator Input: 12VDC.

Output Voltage: 24VAC/60 Hertz, .75 Amps continuous per output.

Outputs: See Chart.

Power Cord: 6 foot, 16-3 type SJT with grounded plug.

Cord Seals: PVC compression seal fittings with neoprene gland for 16-2 solenoid valve cables.

Time Clock: Integral, electronic, 7 day, 24 hour.

Interface: Keypad with 20 keys and a 4 x 20 backlit LCD display.

Programmable Events: Timed duration, cycled, defined, random, and cued sequencing, field adjustable.

Programming: Through keyboard; set at factory and field adjustable.

Safety: ETL and Underwriters' Laboratories Listed.

Model Number	Wired Inputs (Max)	Outputs (Max)
DSC-0-8	0	8
DSC-0-16	0	16
DSC-0-24	0	24
*DSC-0-32	0	32
DSC-8-8	8	8
DSC-8-16	8	16
*DSC-8-24	8	24
*DSC-8-32	8	32
*DSC-16-16	16	16
*DSC-16-24	16	24

Notes:

1. Conduit and wire by installer.
2. Adding suffix -A to any of the units above will designate it as factory mounted and pre-wired on manifold assembly.
3. * symbol indicates larger enclosure req'd. See dimensions.
4. All field wiring to be compliant with NEC and local codes. Field output wire to be stranded copper, minimum rated 60°C.



Dynamic Sequencing Controller

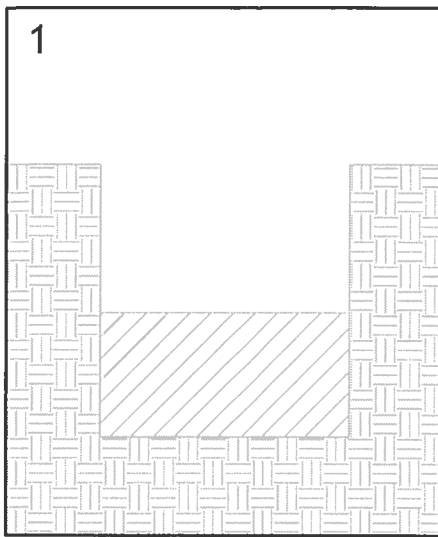
For wired activators

PS--32

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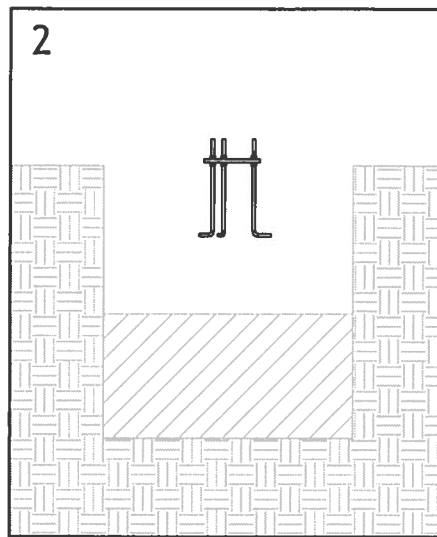
03-14-11

DSC Wired Series



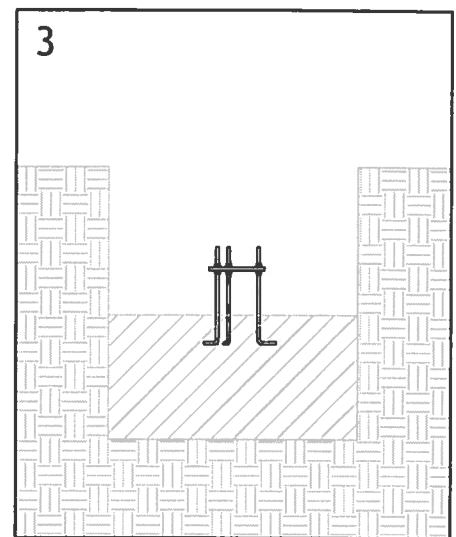
STEP ONE:

Excavate footing for anchor base of play element. See product sheet for specified dimensions.



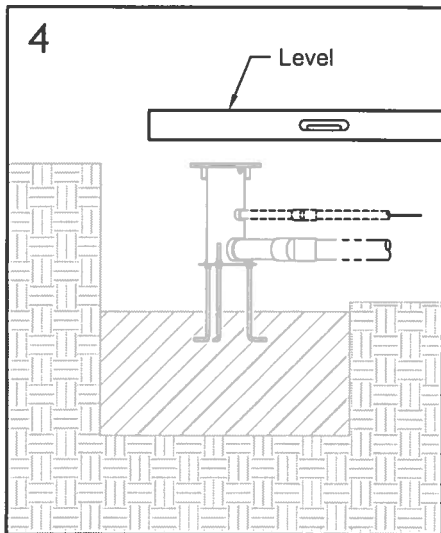
STEP TWO:

Pour footing. Before concrete sets, attach pour template to the anchor bolts and proceed to step three.



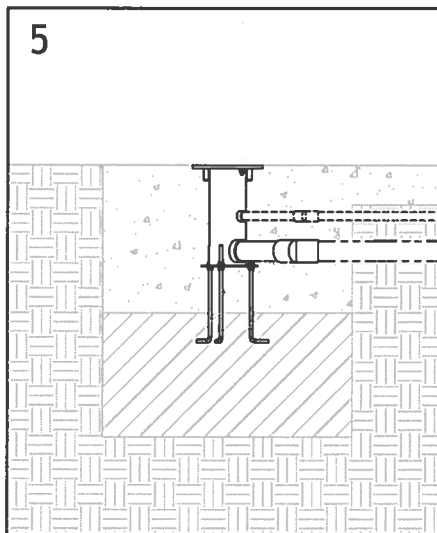
STEP THREE:

Set anchor bolts with supplied template. Note: Set the anchor bolts with the proper alignment to achieve the desired orientation of the installed play element.



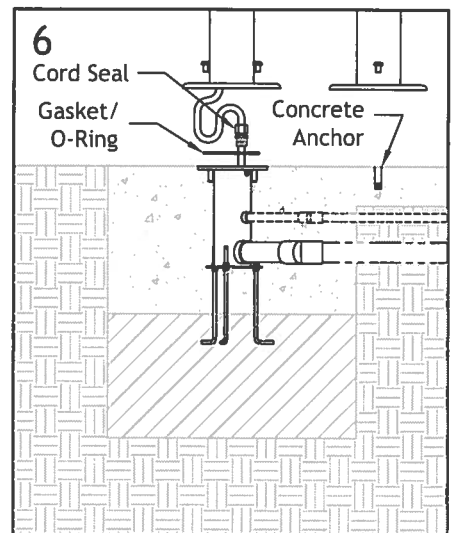
STEP FOUR:

After footing has set, remove the template and use the leveling nuts and washers to set anchor base. The top of the anchor base flange should be set at finished grade (allow for surfacing). Use a level to ensure that the anchor base is plumb. Make plumbing and, if applicable, conduit connections.



STEP FIVE:

Make sure plastic construction caps are in place. Complete final pour and surfacing. Note: Anchor base must be completely encapsulated in concrete.

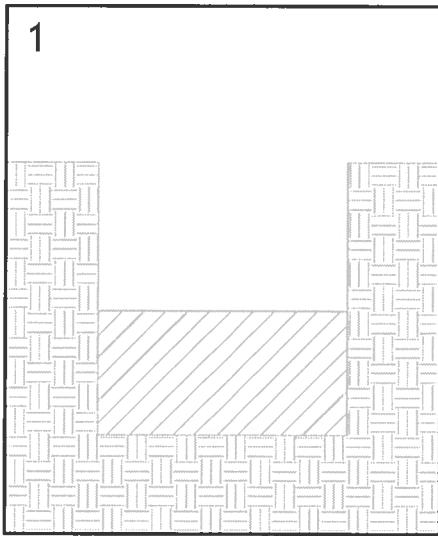


STEP SIX:

Remove cover and discard. Temporarily attach the element 4-bolt base plate to the anchor base. Using the blind flange as a template, mark the surface for drilling the anchor hole. Remove the play element from its base and drill a 5/8" hole, 2" deep and install the anchor. If wired, pull cable through conduit and install cord seal. Set the gaskets in place, align the play element and install tamper resistant screws. Tighten screws evenly to ensure a tight seal.

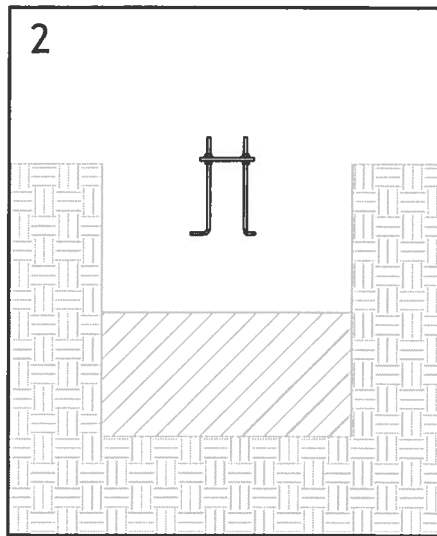


Dual Flange Installation Detail



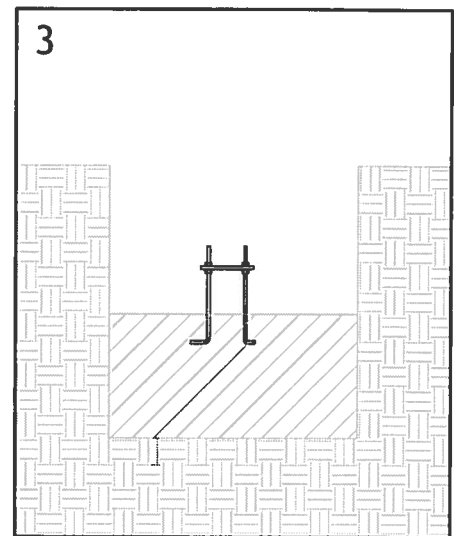
STEP ONE:

Excavate footing for anchor base of play element. See product sheet for specified dimensions. Final pour must be minimum 3000 psi concrete.



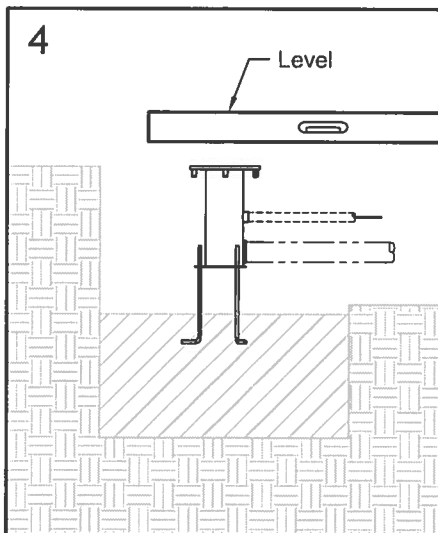
STEP TWO:

Pour footing. Before concrete sets, attach pour template to the anchor bolts and proceed to step three.



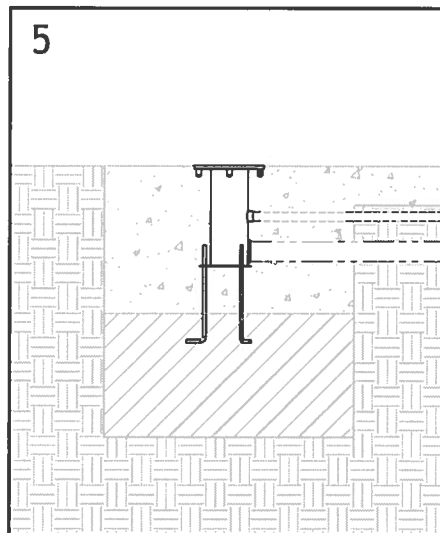
STEP THREE:

Set anchor bolts with supplied template. Note: Set the anchor bolts with the proper alignment to achieve the desired orientation of the installed play element.



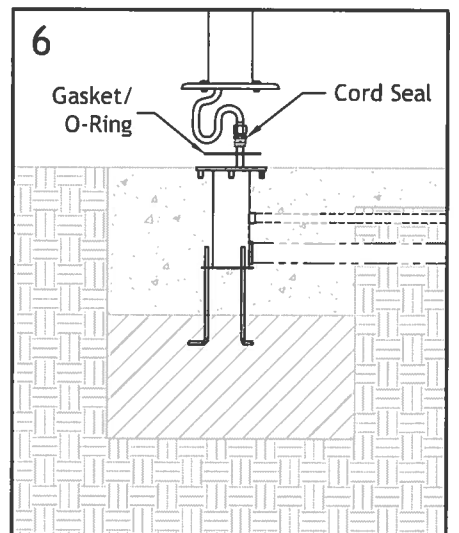
STEP FOUR:

After footing has set, remove the template and use the leveling nuts and washers to set anchor base. The top of the anchor base flange should be set at finished grade (allow for surfacing). Use a level to ensure that the anchor base is plumb. Make plumbing and, if applicable, conduit connections.



STEP FIVE:

Make sure plastic construction caps are in place. Complete final pour and surfacing. Note: Anchor base must be completely encapsulated in concrete. (min. 3000 psi)



STEP SIX:

Remove protective cover and discard. Set the o-ring/gasket in place, and align the play element. If wired, pull cable through conduit and install cord seal. Install tamper resistant screws. Tighten screws evenly to ensure a tight seal.

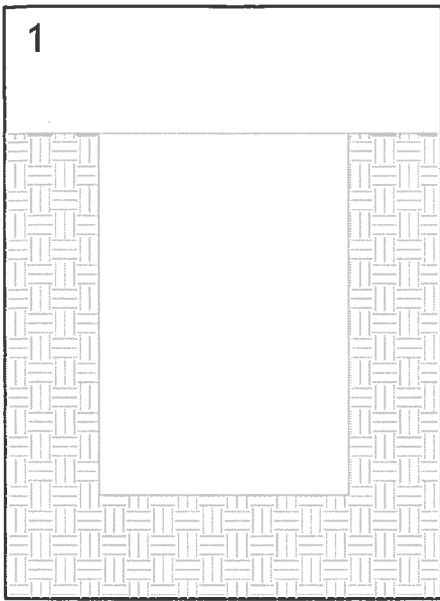


Anchor Base Installation Detail

PS--34

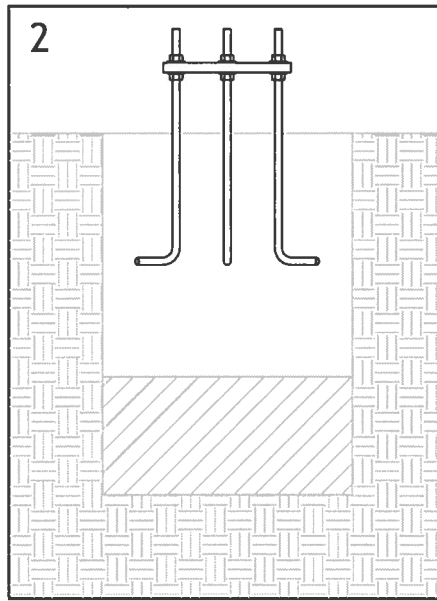
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03-01-10



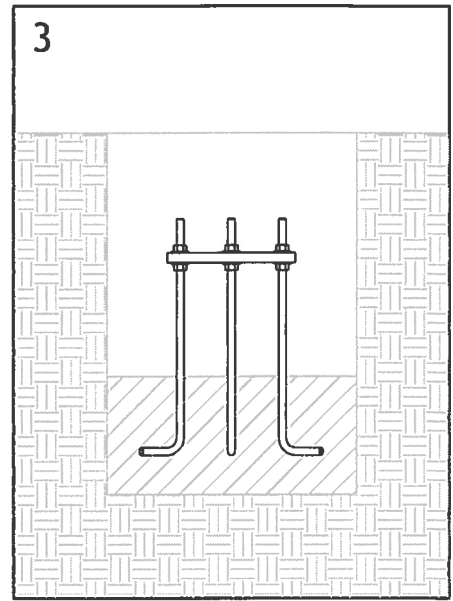
STEP ONE:

Excavate for footing. See product sheet for specified dimensions. Final pour must be minimum 3000 psi concrete.



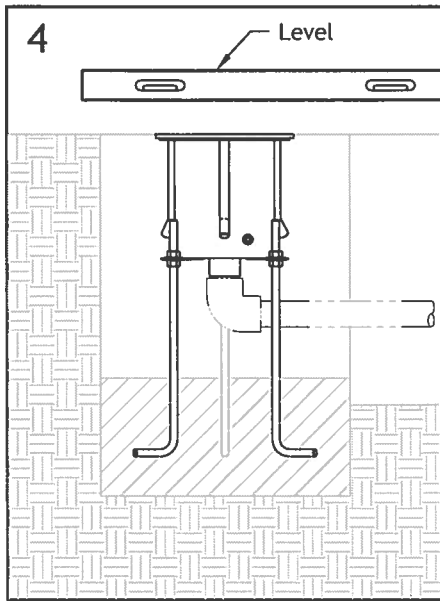
STEP TWO:

Pour footing. Before concrete sets, attach pour template to the anchor bolts and proceed to step three.



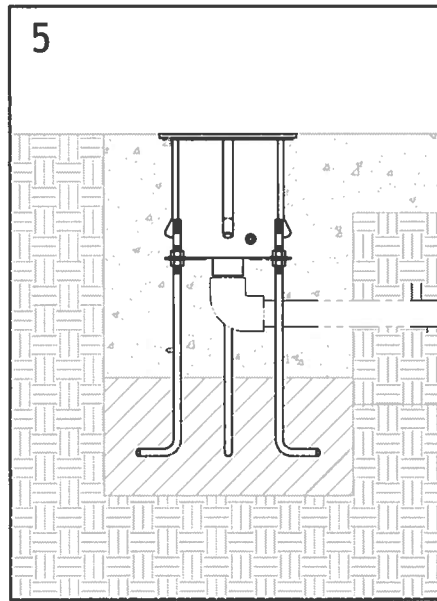
STEP THREE:

Set anchor bolts with supplied template.



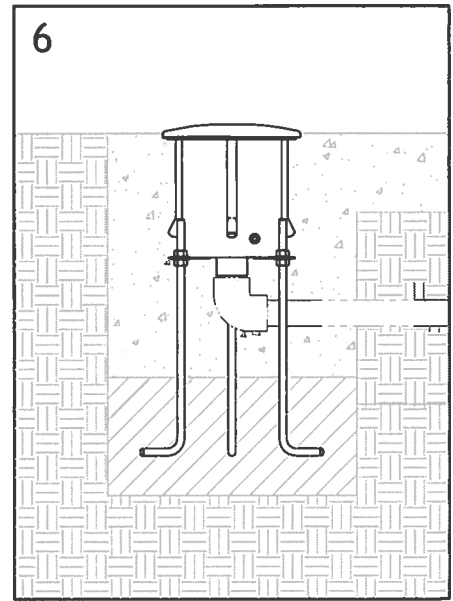
STEP FOUR:

After footing has set, remove template and use leveling nuts and washers to set the housing. The top of the pour cover should be set at finished grade (allow for surfacing). Use a level to ensure that the housing is plumbed true. Make plumbing connection.



STEP FIVE:

Complete final pour and surfacing. Note: Housing must be completely encapsulated in concrete. (min. 3000 psi)

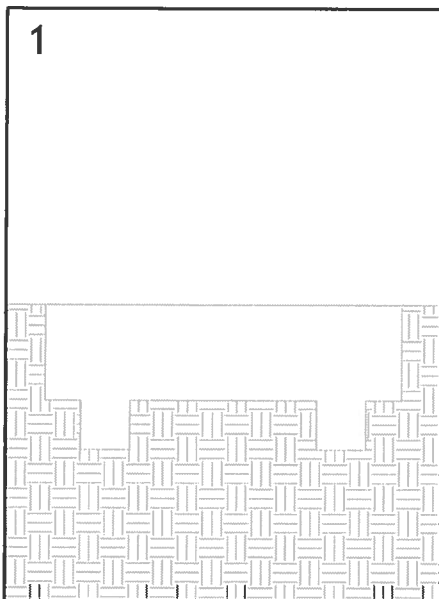


STEP SIX:

Remove pour cover (can be used later as a temporary service cover). Install the play element top plate using the tamper resistant screws provided. Tighten evenly in a crisscross star pattern to a torque value of 60 in-lbs (5 ft-lbs).

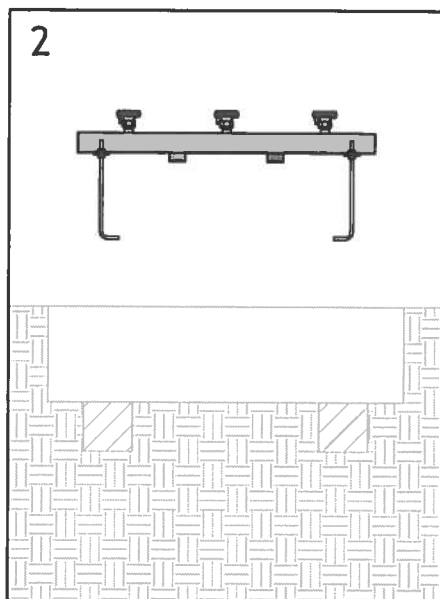


Grade Level Installation Detail



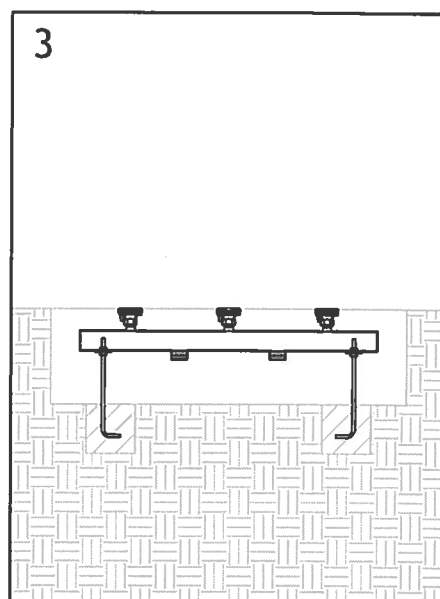
STEP ONE:

Excavate for footing. See product sheet for specified dimensions and nozzle quantity.



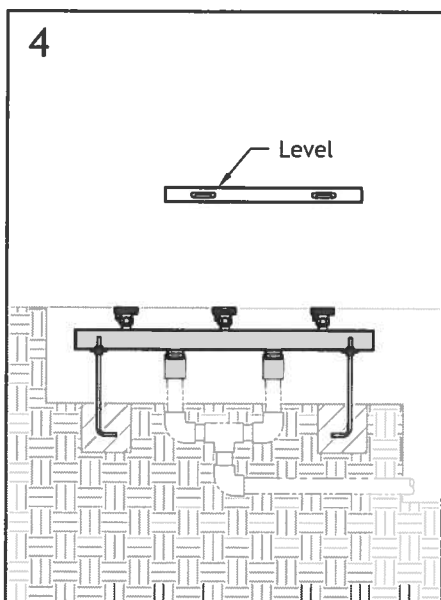
STEP TWO:

Pour footing. Before concrete sets, attach the anchor bolts to the Over N' Under™ and proceed to step three.



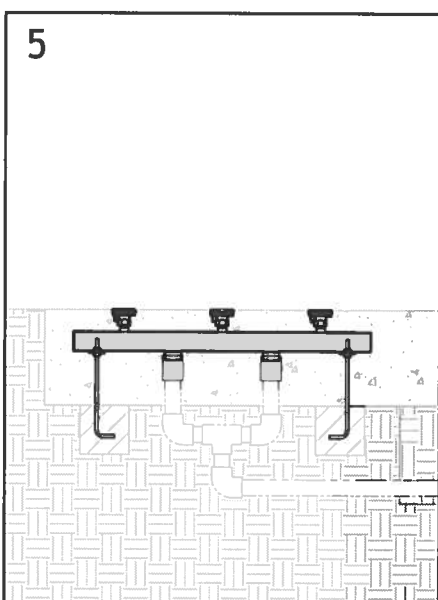
STEP THREE:

Set anchor bolts. The pour templates should be near the desired finished elevation.



STEP FOUR:

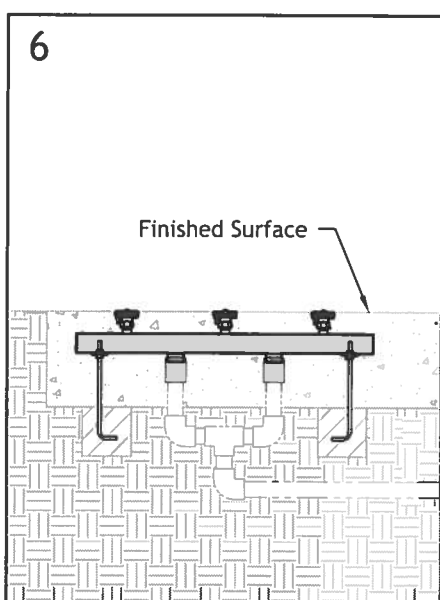
After footing has set, use leveling nuts and washers to set the Over N' Under™. Make sure the pour templates are in tightly, to avoid concrete entering the pipes. The top of the templates should be set at finished grade (allow for surfacing). Use a level to ensure that the Over N' Under™ is plumbed true. Make plumbing connection.



STEP FIVE:

Complete final pour and surfacing. Form concrete so that water flows away from the nozzles to a drain. Carefully trowel around all templates.

Note: Element must be completely encapsulated in concrete.



STEP SIX:

Remove templates. Clear any debris in piping and Over N' Under™ by flushing with water. Install the nozzles.

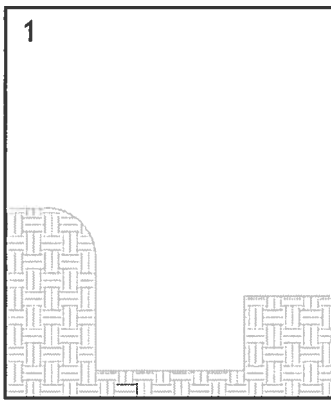


Over N' Under Installation

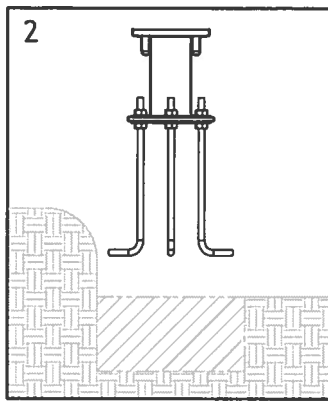
PS--36

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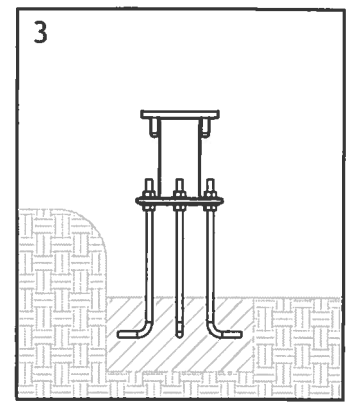
11-15-16



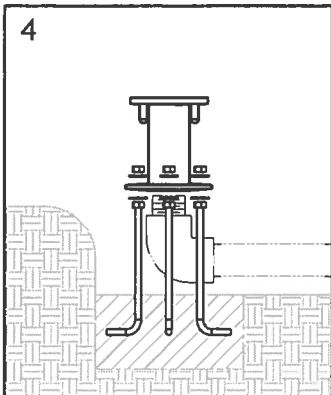
STEP ONE:
Excavate for footing. See product sheet for specified dimensions. Final pour must be minimum 3000 psi concrete.



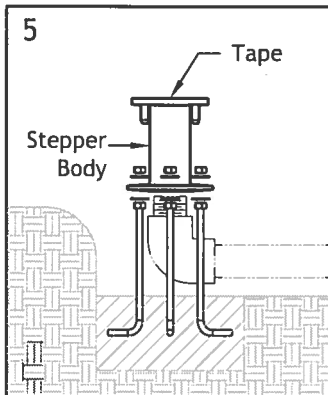
STEP TWO:
Pour footing. Before concrete sets, attach Stepper body to the anchor bolts and proceed to step three.



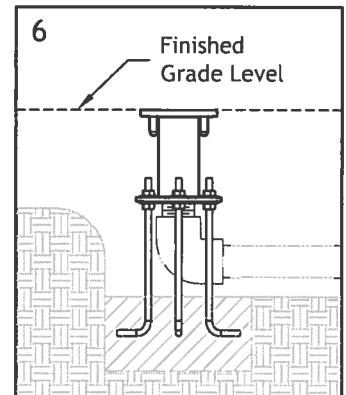
STEP THREE:
Set Stepper body and anchor bolts. This will allow for accurate Stepper body and anchor bolts alignment.



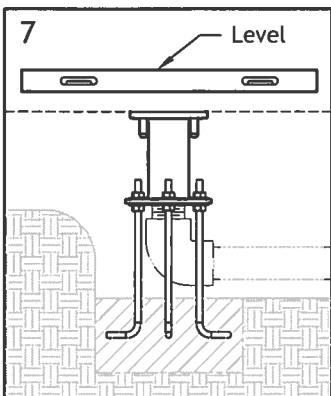
STEP FOUR:
Stub up pipe in location of Stepper.
Note: Refer to product specification sheet for dimensions.



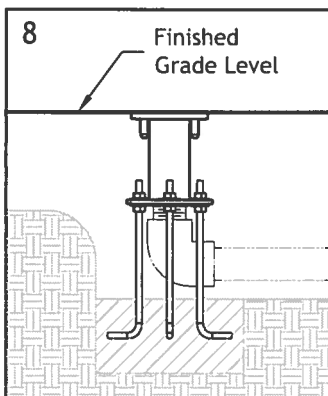
STEP FIVE:
Protective tape will be on top of flange. Thread fittings to Stepper body and pipe.



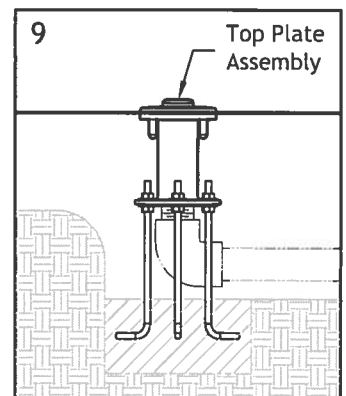
STEP SIX:
Set Stepper body. The top of the flange should be near the desired finished elevation.



STEP SEVEN:
Make sure the protective tape is secure, to avoid concrete entering the pipe. The top of the Stepper flange should be set at finished grade (allow for surfacing). Use a level to ensure that the Stepper body is plumbed true. Make plumbing connection permanent.



STEP EIGHT:
Complete final pour and surfacing. Form concrete so that water flows away from the nozzles to a drain. Carefully trowel around flange.
Note: Element must be completely encapsulated in concrete.
When concrete is set, remove protective tape and proceed to Step 9.

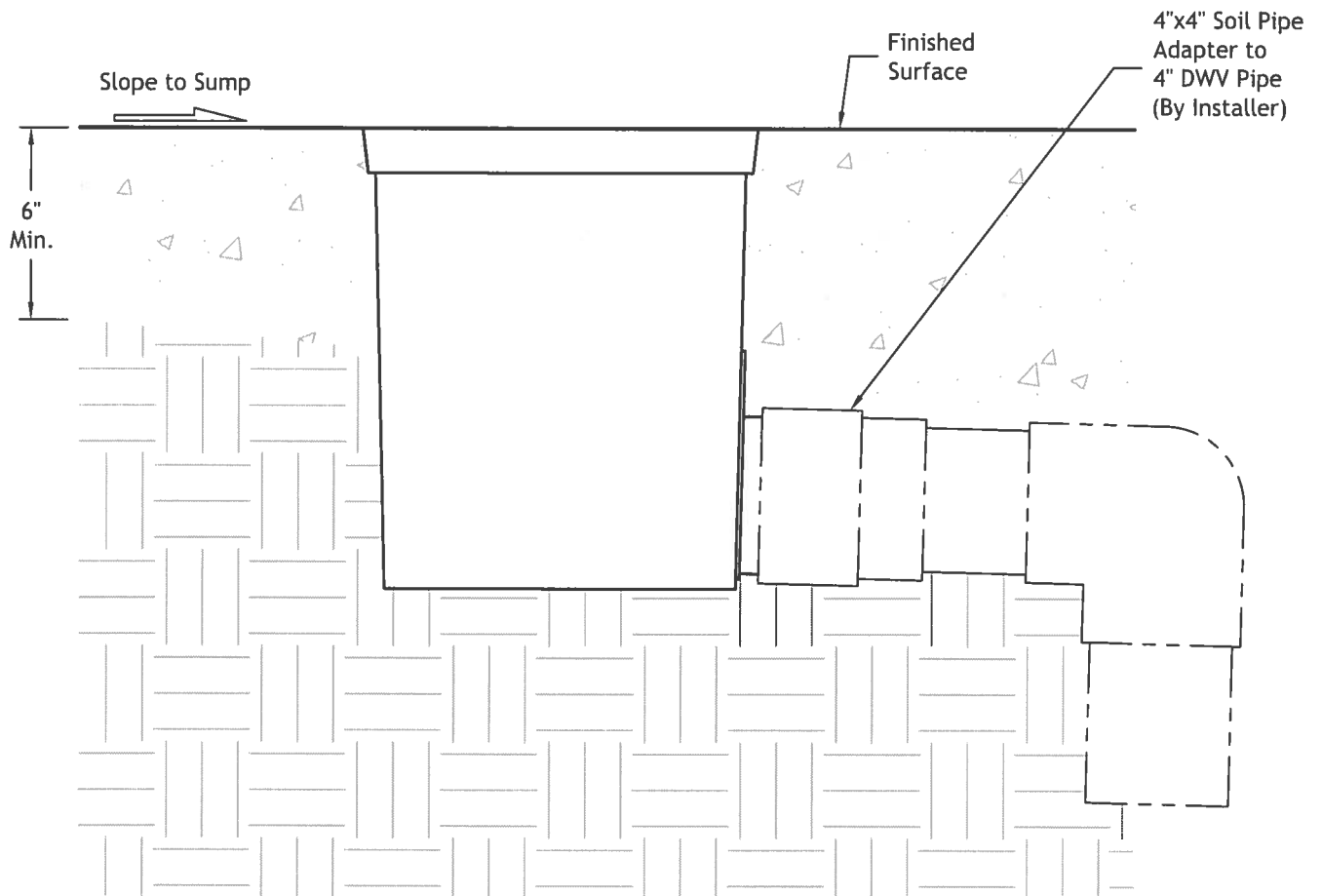


STEP NINE:
Clear any debris in piping and Stepper by flushing with water. Install the top plate nozzle assembly.

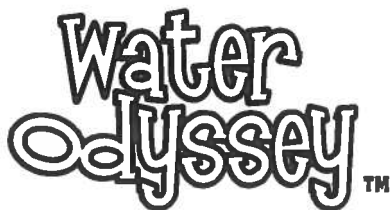


Stepper Installation Detail

Stream Weaver, Air Stick, Inverter, Fanette, Spritzzzz



Note:
All field piping and fittings
by Installer



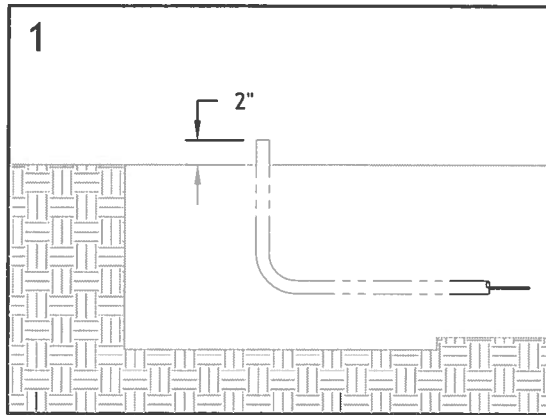
Plain Drain Detail

PS--38

Fountain People, Inc. - PO Box 807 - 4600 Highway 123 - San Marcos, Texas 78667-0807
Phone (512) 392-1155 - Fax (512) 392-1154 - www.waterodyssey.com

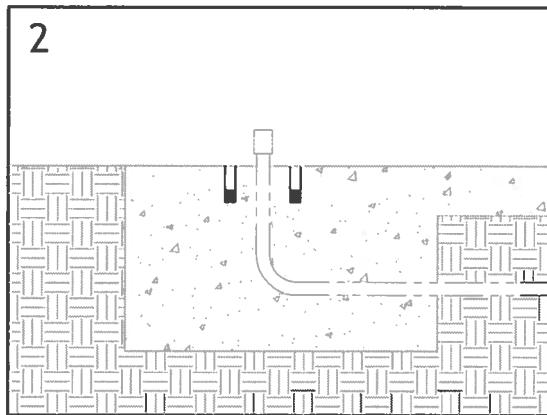
W200-Install

09-26-11
Rev 1



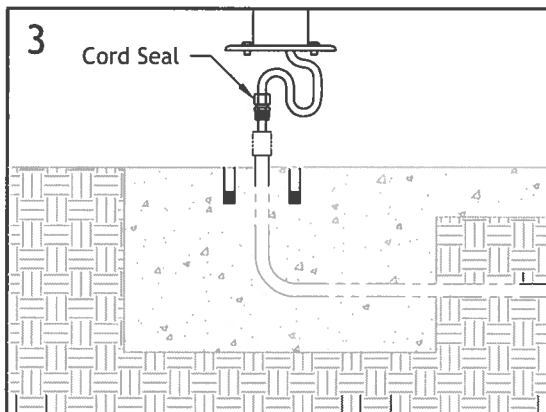
STEP TWO:

Trench and stub up 3/4" conduit in location where Wired Touch & Go™ will be located. (2" above finished grade.)



STEP THREE:

Complete final pour and surfacing. Temporarily set the Touch & Go™ in place. Using the flange as a template, mark the surface for drilling the four anchor holes. Remove the play component from its base and drill four 5/8" holes, 2" deep and install the anchors. Glue 3/4" Sx F PVC fitting to conduit.



STEP FOUR:

Pull cable through conduit and install cord seal. Align the play element. Install tamper resistant screws. Tighten screws evenly to ensure a tight seal.



Touch & Go

w/ Wired Activator Installation Detail

Fountain People, Inc. ~ PO Box 807 ~ 4600 Highway 123 ~ San Marcos, Texas 78667-0807
Phone (512) 392-1155 ~ Fax (512) 392-1154 ~ www.waterodyssey.com

04-07-05

Installation Prep

The most comprehensive category, involving the most diverse field

Bonding

NEC 2011: 680.26

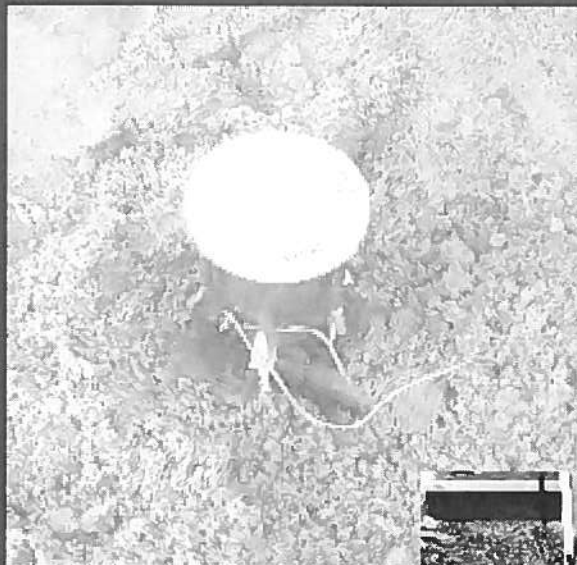
- Also subject to local ordinance.

All in ground (slab)

Components must be Bonded.

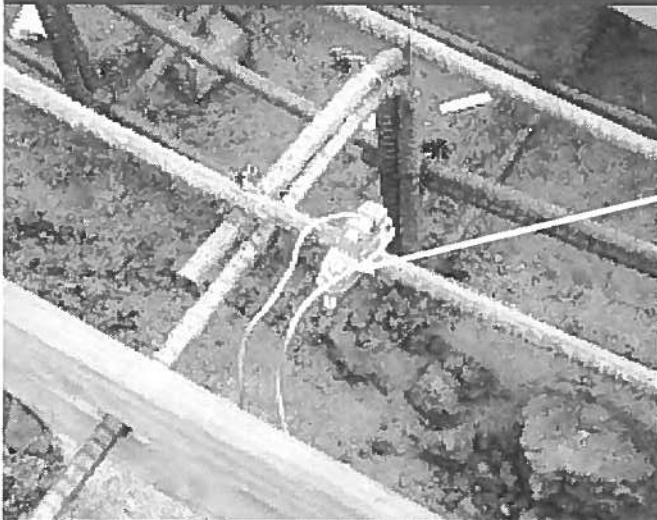
- To earth ground
- To each other
- To the rebar net
- And to the equipment package (vault or skid)

Local authority will determine the total number of ground rods required.



Installation Prep

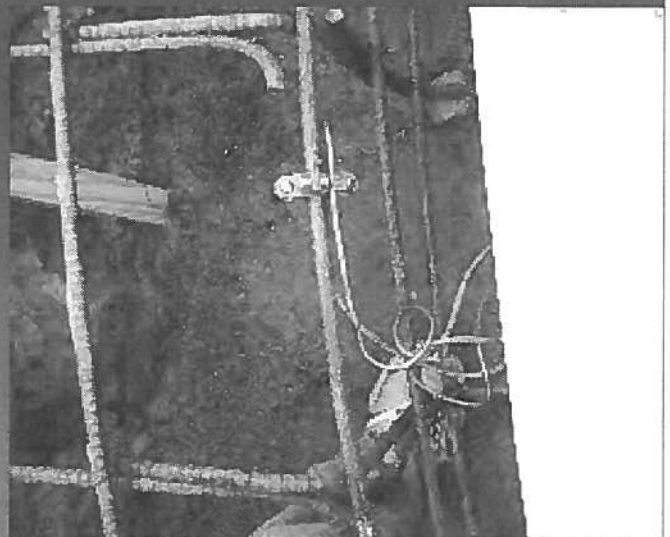
Continued.....



NEC specifies the use of #8 solid copper wire for all in slab bonding



Further Code requirements call for devices to be UL listed.





Winterization Supplement



**Provisions for winterization are not provided by Fountain People, Inc.™
Supplemental aids should be considered at the time of installation.**

1. Remove surface level features if applicable, blow out or suck out supply lines to the features. (via the use of a wet/dry shop-vac) **IT IS ALWAYS BEST TO GRAVITY DRAIN TOWARD LOWER LEVELS.** Plug water supply inlets. (inside cans) Drain lines, where applicable, may be left open to permit ice melt drainage back to the reservoir, or to waste. Determination of the drain capability should be made by local authority.
 - The use of inflatable plugs is not recommended. Mechanical or threaded plugs work best.
 - If RV type antifreeze is used, although **not recommended**, the system should be thoroughly flushed before re-use after de-winterization occurs. (even RV antifreeze is toxic)
 - Original grade pour templates (shipped on the embed cans) may be retained for use as winterization plates, and store feature in secure location only if the play area is secured and inaccessible when not in use. Pour templates are not safety rated for foot traffic.
 - As an option, Winterization plates made of stainless steel can be purchased to cover surface level feature cans.
 - A 3" square piece of mattress foam, or block of Styrofoam should be placed in all surface level feature cans to absorb expansion should water get into the can during freezing temperatures to prevent the can from cracking the concrete
2. Remove plugs from blind sided above ground features to permit continual drainage, and store in a secure location. Features with items that can trap accumulation of water, ie; buckets, coconuts, sails, etc should be removed, covered, or turned upside down and held secure by some exceptable means.
3. To drain the manifold if a means for drainage is not provided, energize the solenoid valves by using the Forced I/O signal as described in the DSC O&M Manual.

(Where the system is potable rather than recirculated, some items will not apply)



Winterization Supplement

4. Power should be left **ON** to the main control panel to insure that the Lithium-Ion memory battery remains charged for short term outages but outputs to sequencing valves should be disabled. This is done by opening the power supplied to the outputs via resettable fuse, or fuse block. (see electrical diagram) Reservoir drain should be left in the drain position.
5. Turn off, or unplug vent fans in vaults.
6. Pumps should be left open (strainer covers removed) with **all suction valves closed**.
7. Power to the reservoir should be left on to permit constant drainage by use of the reservoir drain pump or gravity drain through out the periods of inclement weather.

Supplemental Notes



A threaded pipe plug or mechanical plug may be used to prevent water from running back into the pipe after having been drained and cleared.



To prevent freeze expansion that could cause the can to swell and damage to concrete or the can to split, install a piece of mattress foam or Styrofoam. A 3" square is the right size for most cans.

Finish Cleaning Procedure v: 1.0

Unfortunately, staining from hard water deposits is common to all aquatic playground equipment. This is true for both city water operated systems and recirculating systems with water treatment. Lime and calcium deposits can make first class equipment look old and dingy in just a season or two if not removed.

The good news is that Water Odyssey's unique coating system allows for easy cleaning using readily available consumer cleaning products.

Lime and calcium deposits can be easily cleaned when caught early - the longer that they are allowed to build-up, the more difficult they are to remove. In hard water areas, Water Odyssey™ recommends a regimen of two cleanings per season. Generally, at this frequency of cleaning, it will be an easy and quick process. And, your play components will continue to look like new for many seasons.

Recommended Cleaning Procedure:

It is recommended that you wear protective gloves when using cleaning solutions.

First, test a small area to determine how much "elbow grease" will be needed.

Then, spray on cleaner, rub finish with scrubber sponge, then dry with rags or paper towels.

Rinse regularly and hose down area to dilute cleaner.

Recommended Cleaning Products

- o Scrubbing Bubbles® for light work.
- o Lime Away®, or CLR® properly diluted, for heavier staining.
- o Use only Scotch Brite® or S.O.S.® plastic fiber scrubber sponges or pads.
- o Do not use muriatic or other acid.





Warranty Statement

Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.



TERMS & CONDITIONS

1. TERMS AND CONDITIONS which follow shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People (FP) at the time of order acceptance.
2. LEAD-TIMES after approval and release: (3-4) Weeks for in-slab (concrete pour) items, (10-12) Weeks for balance of equipment.
3. PURCHASE ORDERS must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to "Fountain People" – not to our agent or any other party. All purchase orders must reference a specific "Equipment List" or equipment by catalog number. No purchase order will be accepted which references equipment "per Plans and Specifications".
4. ACCEPTANCE OF ORDERS takes place only when the order is acknowledged in writing by FP. FP reserves the right to reject any order.
5. PRICES are valid for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be valid for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
6. SALES TAX Customer is solely and directly responsible for prompt payment of any and all taxes to the appropriate taxing authority. Fountain People shall not be liable for any of customer's income taxes, franchise tax or similar tax measured by customer gross income or any business and operating licenses, fees and permits imposed upon customer business operations. Fountain People shall not be liable to customer for any employment related tax, fee or charge. Fountain People will collect Sales and Use Taxes in the following states as applicable: Alabama, Arizona, Arkansas, California, Florida, Kansas, North Carolina, Pennsylvania and Texas.
7. TERMS OF PAYMENT may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser.
8. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
9. RETENTIONS: FP is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FP is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and should, therefore not receive 1099's, nor should payments be withheld on this premise.
10. MATERIAL LIENS: As a vendor, supplier, and material manufacturer, FP does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. Conditional and unconditional waivers shall be furnished to purchaser upon request or when appropriate.
11. FREIGHT: All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipment or other special handling will be billed to the purchaser. Freight amount on quote is an estimate. Your invoice will reflect actual freight charge upon billing.
12. DELIVERY will be made via common carrier. FP assumes no liability associated with shipping delays resulting from causes beyond its control.
13. RETURNS will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser's expense. No freight collect shipments will be accepted.
14. CANCELLATIONS made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.
15. In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order, the terms and conditions contained in this attachment shall supersede and prevail.



BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Stoughton
381 East Main Street
Stoughton, WI 53589
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in GC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in GC-4.06.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by the City and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – DEFINED TERMS

- 6.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary General Conditions.

ARTICLE 7 – BASIS OF BID

- 7.01 Bids based on a lump sum price schedule.

ARTICLE 8 – BID SECURITY

- 9.01 This bid must be accompanied by bid security made payable to The City of Stoughton in the amount of five percent (5%) of bidder's maximum bid price, and in the form of a bid bond or certified check.

ARTICLE 9 – BID SUBMITTAL

Name of Firm or Individual _____

Signature of Bidder _____

Title _____

Date _____

BID FORM
NORDIC RIDGE - PARK
LUMP SUM PRICE SCHEDULE

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
101	Construct Park Shelter	1	LS		
102	Construct Splash Pad	1	LS		
103	Splash Pad Equipment*	1	LS	\$90,459.00	\$90,459.00
TOTAL AMOUNT OF BID					

* See equipment quote included (BF-5)

BID ALTERNATE A					
Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
201	Steel Roof	1	LS		
TOTAL AMOUNT OF BID					

BID ALTERNATE B					
Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
301	Brick to Underside of Truss - All Areas				
TOTAL AMOUNT OF BID					



fountain people

Equipment Quote

Project No: W17653
Nordic Ridge

Version: 2A R1

Equip:	\$81,753.00
Freight/Crate:	\$8,706.00
Total:	\$90,459.00

Qty	Part Number	Part Description	Price	Price Extended
(1)	W003C	Curvy Cool™, Water Conserving	\$6,458.00	\$6,458.00
(1)	W040	Water Web™	\$2,259.00	\$2,259.00
(2)	W056C(135)	Gravity Shooter™ designed for 135 Degree Horizontal Swing Splash Zone	\$5,952.00	\$11,904.00
(1)	W057	Water Sprout™	\$968.00	\$968.00
(1)	W071	Water Flower™	\$824.00	\$824.00
(1)	W074	Water Wickets™, 4 Arch Assembly	\$17,145.00	\$17,145.00
(2)	W085	Splash-O-Lator™	\$814.00	\$1,628.00
(1)	W093	Water Weave™	\$1,901.00	\$1,901.00
(1)	W097C-8	Over N' Under™, Water Conserving	\$5,150.00	\$5,150.00
(1)	W103	Fill N' Spill™, 5-Arm Assembly	\$13,578.00	\$13,578.00
(1)	W226	Stream Weaver™	\$608.00	\$608.00
(2)	W280	Popp Dropp™	\$732.00	\$1,464.00
(1)	W009	Touch & Go™ Bollard, Wired.	\$1,803.00	\$1,803.00
(1)	DSC-8-16	UL-Listed Controller with 1 module for 8 hard-wired inputs, 2 modules for 16 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp.	\$4,275.00	\$4,275.00
(1)	WMF-12	Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections (no plug supplied); (12) discharge assemblies each w/(1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.	\$9,709.00	\$9,709.00
(3)	W200	Plain Drain™ with 4" Slip Connection	\$693.00	\$2,079.00

Your Water Odyssey Sales Representative:

John Finn
Reese Recreation Products
155 E Adams Street
Spring Green, WI
800-848-0351
jfinn@reeserec.com

Date printed: 5/16/2017

Time printed: 5:40:43 PM

Printed by: ttatem

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER**SURETY**

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is by and between the City of Stoughton (City), and _____
(Contractor).

The City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

The Contractor shall complete all Work in strict accordance with, and as specified or indicated in the Contract Documents. The Work is generally described as follows:

Park Shelter and Splash Pad Construction.

ARTICLE 2 - THE PROJECT

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

Nordic Ridge Park – Park Shelter and Splash Pad

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

A. Exterior, concrete, landscaping and seeding completed by November 1, 2017. Shelter construction completed March 1, 2018. Splash Pad construction completed by May 1, 2018. Acceptance by City May 15, 2018.

3.03 Liquidated Damages

A. Contractor and City recognize that time is of the essence of this Agreement. Accordingly, City and Contractor agree that as liquidated damages for delay (but not as a penalty), there shall be deducted from any monies due or that become due the Contractor the sum set forth in the following schedule for each day that expires after the time specified in Paragraph 4.02 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 Contract Time or any proper extension thereof granted by City, there shall be deducted from any monies due or that become due the Contractor Two Hundred Dollars (\$200) for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

Original Contract Amount:

From More than	To and Including	Daily Charge
\$ -0-	\$ 100,000	\$ 300.00
\$ 100,000	\$ 500,000	\$ 500.00
\$ 500,000	\$1,000,000	\$ 700.00
\$1,000,000	\$2,000,000	\$1,000.00
\$2,000,000	-----	\$1,300.00

ARTICLE 4 - CONTRACT PRICE

4.01 The City shall pay Contractor for performance of the Work in accordance with the Contract Documents in the amount of _____ (\$_____), the said amount being the Contract Price as stated in this Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Applications for Payment will be submitted on the forms provided in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the City as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. The City shall make progress payments on account of the Contract Price on the basis of the Applications for Payment in accordance with Article 14 of the General Conditions. Progress payments will be made monthly on the basis of the progress of the work as determined by the City.

5.03 Payments Prior to Final Payment

A. Progress payments will be in an amount equal to 90% of the Work completed, with the balance being retainage, less in each case the aggregate of payments previously made, and less such amounts as the City may determine or withhold, including but not limited to liquidated damages.

5.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the City shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS

In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

A. The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the Work.

B. The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the Site or otherwise affecting the cost, progress or performance of the Work visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work which have been identified in the Supplementary Conditions.

C. The Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

D. The Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 7.01 This Agreement (Pages AG-1 to AG-4 inclusive).
- 7.02 General Conditions (Pages GC-1 to GC-41 inclusive).
- 7.03 Supplementary General Conditions (Pages SGC-1 to SGC-4 inclusive).
- 7.04 Special Provisions (Pages SP-1 to SP-4 inclusive).
- 7.05 Park Shelter and Splash Pad Specifications (Pages PS 1 – PS 46).
- 7.06 Drawings and Technical Specifications consisting of sheets numbered as follows with the following general title: Nordic Ridge Park

Drawings: Plans prepared by Design Build titled Nordic Ridge Park, Sheet A1-1 and A1-2 dated July 17, 2017.
Technical Specifications: City of Stoughton Standard Construction Specifications & Wisconsin
- 7.07 Addenda _____ inclusive.
- 7.08 The Contractor's Bid (Pages BF-1 to BF-5 inclusive).
- 7.09 Payment Bond
- 7.10 Performance Bond

7.11 City of Stoughton Insurance Requirements

7.12 Any modification, including Change Orders, duly delivered after execution of Agreement. There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repeated by a modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 – MISCELLANEOUS

8.01 Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 The City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.04 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to the City and the Contractor. All portions of Contract Documents have been signed or identified by the City and the Contractor on their behalf.

This Agreement will be effective on _____, 2017.

CITY OF STOUGHTON

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) have the meanings assigned to them in the General Conditions.

SC-1.01.A.19.

Delete Paragraph SC-1.01.A.19 in its entirety and insert the following in its place: Engineer – The City of Stoughton Building Inspector or such other city official as the City of Stoughton may designate.

SC-1.01.A.20.

Delete Paragraph 1.01.A.20 in its entirety.

SC-1.01.A.54.

Add Paragraph 1.01.A.54 as follows:

Municipality – The City of Stoughton

SC-2.01.B.

Delete Paragraph 2.01.B. of the General Conditions in its entirety and insert the following in its place.

2.01.B. Before any Work at the site is started, the Contractor shall deliver to the Owner certificates (and other evidence of insurance required by and demonstrating compliance with the City of Stoughton Insurance Requirements) which the Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.05.A.3.

Delete Paragraph 2.05.A.3. of the General Conditions in its entirety.

SC-2.07.A.3.

Delete Paragraph 2.07.A.3. of the General Conditions in its entirety.

SC-3.04.B.

Amend Paragraph 3.04.B. to read as follows:

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by Engineer's written interpretation or clarification.

SC-4.02.A.

Delete the term "Supplementary Conditions" and insert the term "Special Provisions."

SC-4.02.B.

Delete the term "Supplementary Conditions" and replace it with the term "Special Provisions."

SC-4.05.A.

Add the following language at the beginning of the first sentence of Paragraph 4.05.A:

"Unless otherwise provided in the Special Provisions."

SC-5.03 to SC-5.07

Delete these paragraphs in their entirety

SC-5.09.

Delete Paragraph 5.09 of the General Conditions in its entirety and insert the following in its place:

5.09. The Contractor shall comply with the City of Stoughton Insurance Requirements.

Failure by the Owner to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents. Owner and Contractor will each provide to the other such additional information in respect of insurance provided by it as the other may reasonably request.

SC-6.12.

In Paragraph 6.12, delete the phrase "Field Orders."

SC-6.19.D.

Add the following to Section 6.19:

6.19.D. All warranties relating to the improvements required under either this Agreement or a Developer's Agreement with a municipality, if any, shall run in favor of the Owner, its successors and assigns, and, in the case of a Developer's Agreement, also with the Municipality. Specifically, the Contractor guarantees all work performed under the Agreement for a period of one year from the date of final acceptance by the Owner or municipality against defects in workmanship or materials. If any defects should appear during the guarantee period, the Contractor shall make the required replacement or acceptable repairs at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvements, regardless of improvements on lands where repair or replacement is required.

SC-9.04.

In Paragraph 9.04, delete the phrase "a Field Order" and replace it with the phrase "Engineer's Written Authorization." In the third sentence of Paragraph 9.04, delete the phrase "a Field Order" and replace it with the phrase "such written authorization."

SC-14.01.

Delete Paragraph 14.01 in its entirety and insert the following in its place:

Basis of Payment

- A. Payment shall be as determined by the City and/or on a full or partial lump sum basis for those items so specified in the Bid Form.

SC-14.02.A.

Delete the first sentence of Paragraph 14.02.A.1 in its entirety and insert the following in its place:

Upon commencement of the work, Contractor shall submit an Application for Payment to the City for review once every 30 days

SC-14.02.B.1.

Delete Paragraph 14.02.B.1 of the General Conditions in its entirety.

SC-14.02.C.1.

Amend Paragraph 14.02.C.1 by deleting the word "ten" and replacing it with the word "thirty."

SC-15.03.A.3.

In Paragraph 15.03.A.3 add the word “reasonable” immediately before the term “fees and charges.”

SC-15.04.

In Paragraphs 15.04.A and 15.04.B, delete the phrase “30 days” throughout, and replace it with the phrase “45 days.”

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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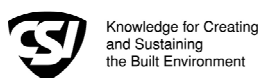
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

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

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

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

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

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

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

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *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.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *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.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

48. *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.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* 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 or Engineer, or any of their Related Entities with respect to:

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

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

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* 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 or Engineer, or any of their Related Entities with respect to:

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

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

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

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

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

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

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. 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.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

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

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

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

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services;
- 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's 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 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

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

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

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

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

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

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

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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.

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

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

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

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

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

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

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

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

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

C. Contingency Allowance

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

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

11.03 Unit Price Work

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

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

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

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

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

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

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, 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 9.07, and to any other qualifications stated in the recommendation); and

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

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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

C. Payment Becomes Due

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

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor 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.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

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

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

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

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

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

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

CONTRACT CHANGE ORDER

PROJECT: _____
CONTRACTOR: _____
OWNER: _____
DATE: _____
FN: _____
CHANGE ORDER #: _____

Reason for Change Order:

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount

ADD - TOTAL ESTIMATED COST CHANGE TO CONTRACT _____

This change order requires an addition of 0 days to the time of performance of this contract.

APPROVED BY CITY: _____

APPROVED BY CONTRACTOR: _____

WORK CHANGE DIRECTIVE

PROJECT: _____
CONTRACTOR: _____
OWNER: _____
DATE: _____
FN: _____
WCD # _____

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive (check correct line):

- ☐ Authorization for Work described herein to proceed on a basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change
- ☐ Necessity to expediate Work described herein prior to agreeing to changes on Contract Price and Contract Time

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

APPROVED BY CITY: _____

APPROVED BY CONTRACTOR: _____