



LEE'S SUMMIT
MISSOURI

Longview Pickleball Complex

Project No. 94932784
PROJECT MANUAL

Prepared by:

Olsson
1814 Main Street
Kansas City, MO 64108

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Table of Contents

BID DOCUMENTS

SECTION C-111 ADVERTISEMENT TO BIDS

SECTION C-200 INSTRUCTIONS TO BIDDERS

SECTION C-410 BID FORM

SECTION C-430 BID BOND

FORMS – Submit as directed in Sections 00200 and 00410

C-440 List of Subcontractors

C-450 Schedule of Manufacturers and Suppliers

C-451 Qualifications Statement

C-480 Non-collusion Affidavit

Work Authorization Affidavit

GENERAL CONTRACT PROVISIONS

SECTION C-510 NOTICE OF AWARD

SECTION C-520 AGREEMENT – CONTRACT

SECTION C-550 NOTICE TO PROCEED

SECTION C-610 PERFORMANCE BOND

SECTION C-615 PAYMENT BOND

SECTION C-625 CERTIFICATE OF SUBSTANTIAL COMPLETION

SECTION C-626 NOTICE OF ACCEPTABILITY

SECTION C-700 GENERAL CONDITIONS

SECTION C-800 SUPPLEMENTARY CONDITIONS

AGREEMENT FORMS

Annual Wage Order No. 31

Affidavit Compliance with Prevailing Wage Law

C-920 - Contractor's Final Waiver of Lien and Release of Claims

C-930 – Consent of Surety to Final Payment

C-940 - Work Change Directive

C-941 - Change Order

C-942 - Field Order

Table of Contents

DIVISION 1 - GENERAL REQUIREMENTS

SUMMARY OF WORK

- 01010 PERMIT REQUIREMENTS
- 01015 POINTS OF CONTACT
- 01020 PRELIMINARY MATTERS

PROGRESS, PAYMENT AND PROCEDURES

- 01105 SEQUENCING AND COORDINATION
- 01110 PROGRESS SCHEDULE
- 01115 SUBMITTAL PROCEDURES
- 01116 SUBMITTAL CHECKLIST
- 01120 MEASUREMENT AND PAYMENT
- 01121 PAY APPLICATIONS AND PAYROLLS
- 01125 PROJECT MEETINGS
- 01130 CONSTRUCTION RECORDING
- 01135 REPORTING OF DAMAGED UTILITIES
- 01140 ACCESS AND CLOSURES
- 01145 PROPERTY MAINTENANCE AND CLEANING
- 01150 SALVAGE OF MATERIALS
- 01155 INCIDENTAL ITEMS
- 01160 PERFORMANCE TESTS, DATA AND INSTRUCTION

STAGING AREA AND TEMPORARY FACILITIES

- 01205 STAGING AREA AND MATERIAL STORAGE
- 01210 FIELD OFFICES AND SHEDS
- 01215 TEMPORARY HEAT, ELECTRICITY OR TELEPHONE
- 01220 TEMPORARY SANITARY FACILITIES
- 01225 TEMPORARY WATER FACILITIES

MISCELLANEOUS

- 01305 TESTING LABORATORY SERVICES
- 01306 QUALITY CONTROL AND QUALITY ASSURANCE
- 01310 PROJECT CLOSEOUT

Table of Contents

DIVISION 2 – TECHNICAL SPECIFICATIONS

PROJECT SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

SECTION 2100 CLEARING AND SITE PREPARATION
SECTION 2150 EROSION AND SEDIMENT CONTROL
SECTION 2200 PAVING
SECTION 2300 INCIDENTAL CONSTRUCTION
SECTION 2400 SEEDING AND SODDING
SECTION 2600 STORM SEWERS
SECTION 2700 STRUCTURES
SECTION 2800 STREET LIGHTS
SECTION 2900 TRAFFIC SIGNALS
SECTION 3000 TRAFFIC CONTROL, MARKING AND SIGNING
SECTION 3500 SANITARY MAINS
SECTION 3900 WATER MAINS

DOCUMENT SPECIFICATIONS

025250 - Cast-in-Place Concrete Curbing
033816 - Unbonded Post-Tension Concrete
107320 - Pre-Engineered Fabric Shade Structures
116850 - Outdoor Sports Equipment
322579 - Pickleball Court Surfacing – Acrylic
323113 - Chain Link Fence and Gates

PERMITS AND SWPPP

Construction Stormwater Pollution Prevention Plan – Project Name

DRAWINGS AND DETAILS

Plans Titled:
Cover
C100 Site Survey
C200 Site Demolition Plan
C300 Site Grading Plan
C400 Site Erosion and Control Plan
C401 Site Erosion and Control Details
C500 Private Water Service Line Extension Plan
L100 Site Layout Plan
L190 Sports Details
L191 Enlarged Hardscape and Court Plan
E000 Electrical Symbols and General Notes
E100 Site Power Plan
E101 Enlarged Site Lighting Plan

Table of Contents

E300	Electrical One-Line Diagram
E400	Electrical Specifications
L700	North Alta Survey – Information Only
L701	South Alta Survey - Information Only
L702	Sports Lighting Layout and Photometrics – Basis of Design, Information Only
L703	Hexagonal Shade Canopy – Basis of Design, Information Only
L704	T Cantilever Shade Canopy – Basis of Design, Information Only

Bidding Documents & Requirements

SECTION 01010

PERMIT REQUIREMENTS

PART 1 GENERAL

1.01 PERMITS

- A. Compliance with Paragraph 7.09 of GC-700 will require the following permits. Any permits being waived shall be so indicated. The party responsible for obtaining and making payment for each permit shall be listed. Unless noted below, or on the actual permit, the Contractor is responsible for maintaining and fulfilling the permit requirements.
1. The Owner's Land Disturbance Permit is required and will be obtained by the Owner. The permit fee is waived for the Work.
 2. The Owner's Right-of-Way Permit is waived for the Work.
 3. The Owner's Traffic Control Permit is waived for the Work.
 4. The Owner's Building Permit is not required for the Work.
 5. A Blasting Permit is not applicable for the Work. No blasting is allowed.
 6. A Corps of Engineer's Permit is required and will be obtained by the Owner.
 7. An MDNR Land Disturbance Permit is required and will be obtained by the Owner.
 8. The SWPPP (Stormwater Pollution Prevention Plan) shall be maintained and updated by the Contractor.
 9. A MoDOT Permit is not required for the Work.
 10. Access or work on railroad property is required for the Work:
 - i. Railroads will require the Contractor to take out additional insurance and pay an administrative fee to the railroad. Additionally, the Contractor may be required to pay for flagmen. Owner will pay the application cost and/or license fee.
 11. Though not a permit, the Contractor and all Subcontractors are required to obtain or have:
 - a. current Lee's Summit business license;
 - b. an active and in good standing Missouri Secretary of State business registration.
 - c. a Waste Disposal Agreement and provide a copy to the City, per section 2101.4.H.

END OF SECTION

SECTION 01015

POINTS OF CONTACT

PART 1 GENERAL

1.01 The intent of this table is not to bypass any contractual lines of communication but to have concise, 24 hour contact information.

Primary Design Firm & Contact			
E-Mail:			
Office Phone Number:		Cell Phone	
City's Construction Manager			
E-Mail:			
Office Phone Number:		Cell Phone:	
City's Construction Inspector			
E-Mail:			
Office Phone Number:		Cell Phone:	
Contractor's Project Manager			
E-Mail:			
Office Phone Number:		Cell Phone:	
Contractor's Superintendent			
E-Mail:			
Office Phone Number:		Cell Phone:	
Traffic Control Company			
E-Mail:			
Office Phone Number:		Cell Phone:	
Erosion Control Company			
E-Mail:			
Office Phone Number:		Cell Phone:	

END OF SECTION

SECTION 01020

PRELIMINARY MATTERS

PART 1 GENERAL

1.01 SCOPE

- A. This Section is a non-exclusive list of various preliminary requirements that the Contractor shall comply with. This list does not include all contractual requirements, and it is important that the Contractor be familiar with all of the Contract Documents in order to ensure that all applicable requirements are met.

1.02 CONTRACTOR

- A. In accordance with Article 2 of GC-700, and additional items as required by the Owner, the following items shall be accomplished prior to the start of the Work:
1. Have an established account with the Owner's construction management software for the submittal and processing of construction documents.
 2. Submit preliminary schedules in accordance with Article 2.03 of GC-700, and refer to Section 1110 (Progress Schedule), Section 1115 (Submittal Procedures) and Section 1116 (Submittal Checklist) for additional information.
 3. Acquire permits or licenses per Section 1010.
 4. Meet coordination timelines and requirements per Section 1105.
 5. Submit points of contact per Section 1015.
 6. Attend preconstruction meetings per Section 1125.
 7. Perform preconstruction documentation per Section 1130.
 8. Obtain Owner and/or Engineer's approval of installed traffic control devices.
 9. At a suitable place on the job site (i.e. easy access to and easy to see) post the DNR permit, prevailing wage documents, equal opportunity letter and emergency contacts. Documents must have protection from the elements. Note: Federal jobs will require additional posters, which are routinely supplied by MoDOT.
 10. List additional items.

1.03 PRIORITY OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. If there is a discrepancy among plans, specification, drawings, or other components of the Contract Documents, the order of precedence is listed below:
1. Project-specific plans.

2. Project specific specifications and provisions.
3. Standard specifications
4. Standard drawings and details

END OF SECTION

SECTION 01105

SEQUENCING AND COORDINATION

PART 1 GENERAL

1.02 CONSTRUCTION SEQUENCE OR PHASING – GENERAL REQUIREMENTS

- A. The Contract Documents or Drawings may set forth a specific sequence or phasing for the Work or a portion of the Work, and Contractor's adherence to this sequence or phasing is mandatory. The specific sequence or phasing does not purport to include each and every item, task or activity required for completion. The Contractor shall be responsible for identifying and executing all components or tasks in order to accomplish the sequencing or phasing.

1.03 CONSTRUCTION SEQUENCE OR PHASING – SPECIFIC REQUIREMENTS

- A. See Article 4 of Section C-520 and/or the Drawings.

1.04 WORK UNDER THIS CONTRACT

- A. Contractor shall sequence the construction and coordinate all activities in order to eliminate potential conflicts and minimize disruptions to the activities of the Owner and the public.
- B. Continuous operation and access to all existing components, facilities, streets, driveways and entrances will be maintained except as directed in the Drawings, Contract Documents or by the Owner.
- C. All shutdowns or startups will require the approval and direct involvement of Owner.
- D. The Contractor shall not demolish any structure or facility without the Owner's prior approval.

1.05 OTHER WORK AT SITE

- A. During the period of this contract work by others (contracted or not) may concurrently occur at various locations within the Site. Unless specified below or at the pre-bid conference, the Owner will initiate coordination between its own forces, various contractors, utility owners and adjacent property owners. The ongoing coordination, extent of authority and division of

responsibilities will be determined with Contractor based on the scope of the other work. Work of this type includes, but is not limited to:

1. Owner's forces may be required to perform various maintenance or support activities.
 2. Owner's on-call services may be required to perform unscheduled or unforeseen maintenance or support activities.
 3. Utility owners having interest in the project may perform work.
 4. Adjacent property owners may perform various maintenance or support activities.
 5. The Owner will contract with independent testing labs to conduct Quality Assurance Testing and Stormwater Quality sampling and testing on site. The Owner will coordinate with the testing firms. The testing firms are authorized to coordinate direct with the Contractor's onsite supervisor to access the work area, testing locations, safety protocols, re-scheduling, and other coordination necessary to complete the testing.
- B. In lieu of written notification, Owner will discuss any direct contracts at the pre-bid conference and will discuss coordination requirements, authority, responsibilities, legal relationships and any adjustments (whether price or time) per Article 8 of GC-700.

1.06 COORDINATION AND NOTIFICATION REQUIREMENTS – GENERAL REQUIREMENTS

- A. The following timeframes are minimum requirements though Owner may grant waivers.
- B. During construction, the Contractor may be required to notify affected residents, business owners or the general public of certain construction activities. The timeframe for notification will be determined by the type of closure, operation or coordination requirement. Water shutoffs and driveway closures are the primary concerns. Owner prefers face to face contact with the impacted party along with Owner supplied door hangers.
1. Construction Startup Notifications:
 - i. Contractor shall notify Owner at least 14 calendar days, but no more than 30 calendar days, prior to starting construction activities in the project area.
 - ii. Owner will notify affected residents, business owners and/or the general public of the start of the project, the construction activities and how it might impact them.
 2. Traffic Control Plans, Lane Closures and Road Closure Notifications:
 - i. If Contractor is required to submit a traffic control plan or intends to submit a plan that differs from the Engineer's, the Contractor shall submit their traffic control plan 14 calendar days prior to its proposed implementation. The plan approval date is the date on which any other notification requirements are based off of.
 - ii. Contractor shall notify Owner 14 calendar days prior to any street closures.
 - iii. Contractor shall notify Owner 14 calendar days prior to altering any traffic signals.

- iv. Contractor shall notify Owner 2 working days prior to any lane closures or temporary traffic control conditions.
- 3. Driveway and Entrance Closure Notifications:
 - i. Contractor shall notify Owner 2 working days prior to closing public driveways or entrances.
 - ii. Contractor shall notify Owner and impacted party(s) 2 working days prior to closing private driveways or entrances.
 - 4. Removal, demolition and installation on Private Property Notifications, to include work within Temporary Construction Easements and other easements overlapping private property:
 - i. Contractor shall notify a respective property owner 14 calendar days prior to performing any initial removal work, excluding driveways or entrances. This notification is intended to cover removal of trees, shrubs, sheds or other fixtures located on the private property.
 - ii. Contractor shall notify a respective property owner 7 calendar days prior to removing any fence or installing any temporary fence.
 - 5. Water Main and Water Service Line Shutdown Notifications:
 - i. Contractor shall notify Owner 7 calendar days prior to any water main shutdown.
 - ii. Contractor shall notify Owner 2 working days prior to any water service shutdown.
 - iii. Water services shall not be out of service longer than 4 hours, except for customers whom the Owner has determined cannot be out of service. When a customer cannot be without water service, the contractor shall make provisions to provide temporary service. In general this rule will apply to medical or emergency services.
 - 6. Contractor shall notify impacted party(s) 24 hours prior to disruption of water service.
 - 7. Performance Testing, Equipment Startup, Equipment Testing Notifications:
 - i. Contractor shall submit a written plan detailing steps involved in performance testing or startup of equipment, system or facility 14 calendar days prior to startup or testing.

- C. Owner will notify the public, emergency services and school bus service.
- D. Owner shall approve Contractor generated notifications and the distribution list.

1.07 COORDINATION AND NOTIFICATION REQUIREMENTS – SPECIFIC REQUIREMENTS

- A. EXAMPLE: Temporary connection to the Tri County Water Line near Smart Road will be allowed. Coordination with the Tri County Water Authority must be made 2 working days prior to connecting.

END OF SECTION

SECTION 01110

PROGRESS SCHEDULE

PART 1 GENERAL

1.08 REQUIREMENTS INCLUDED

- A. The Progress Schedule (Schedule) shall be based on the period of time within which this contract is to be completed (contract completion time), as set forth in the Agreement. Refer to Paragraphs 2.05 and 4.04 in GC-700 for additional information.
- B. Schedule is the Contractor's schedule. It is prepared by the Contractor, and they remain solely responsible for adherence thereto. Schedule is to be considered and used as a working tool and will not become part of the contract or contract documents.
- C. Acceptance of Schedule will not relieve Contractor from compliance with all conditions of the contract. Errors and omissions in accepted Schedule will not be cause for future claims by Contractor for extra costs or increased contract time.
- D. Any changes to the Schedule that result in an adjustment to the contract time require such changes to be submitted in accordance with Article 11 of GC-700.
- E. Owner shall have right to withhold progress payments due Contractor in the event that Schedules are not maintained current or submitted as specified.
- F. Contractor's failure to comply with this Section shall be a material breach of contract.

1.09 FORM OF PROGRESS SCHEDULE

- A. Schedule shall ensure compliance with the contract dates, specific milestones and / or specific sequences of construction.
- B. Schedule shall include work done by all subcontractors, submittal review, critical material deliveries, utility shutdowns, road closures and other items pertinent to completing the Work.
- C. Schedule shall utilize a bar chart format, similar to Microsoft Project. Alternate methods may be approved by Owner.

- D. Schedule shall identify the activities of the Work, the interdependence between activities and show an orderly progression of the Work.
- E. Schedule shall show the following for each activity:
 - 1. Concise description of work represented by activity.
 - 2. Anticipated duration in calendar days, working days or by completion date.
 - 3. Anticipated start and finish dates.
 - 4. Actual start and finish dates.
 - 5. Percent complete.
- F. Supporting information included with the Schedule submittal shall include anticipated holidays to be observed, anticipated work days within a week (i.e. Monday – Friday) and anticipated

working hours (i.e. 7 am to 5 pm). It is understood that conditions encountered during the Work may require changes to the days worked and the working hours.

G. Electronic or paper submittal is acceptable. Paper submittals shall be limited to 11-in x 17-in.

1.010 UPDATING THE SCHEDULE

- A. Contractor shall review progress of the Work and provide updates to each activity, reflecting actual start and finish dates, percent complete and anticipated start and finish dates for activities not begun. All updated schedules will also carry the original start and finish dates.
- B. An updated Schedule shall be submitted with each pay application. However, Owner reserves the right to ask for more frequent submissions.

1.011 SUBMITTAL OF SCHEDULES

- A. Schedule submittal shall be in accordance with Paragraph 2.03 of GC-700 and this Section. Contractor shall submit a complete Schedule at the Pre-Construction Meeting.
- B. All Schedules shall be sent electronically using the Owner's construction management software specifically set up for the project. Project Schedules shall be uploaded into the folder labeled 2.0 Project Schedules.
- C. Project Schedules shall be uploaded in pdf format. If multiple items are uploaded in a single submittal, each schedule will either be accepted or rejected as a whole.
- D. Review of the Schedule shall be per Paragraph 2.05 of GC-700 and will be performed by:
 - 1. Owner
- E. Resubmittals will be reviewed as stated in GC-700.

END OF SECTION

SECTION 01115

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.012 SCOPE

- A. Paragraph 7.16 of the General Conditions and this Section specify the general methods and requirements of submissions applicable to Shop Drawings, Samples or Product Data.
- B. Prepare and transmit each submittal sufficiently in advance so that the installation will not be delayed by processing times (including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced

activities). No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

1.013 SUBMISSION REQUIREMENTS

- A. All Submittals shall be sent electronically using the Owner's construction management software. Administrative Submittals shall be uploaded into the folder labeled *3.1 Administrative Submittals*. Material Submittals shall be uploaded into the folder labeled *3.2 Submittals in Progress*. See Section 1116 for a list of Submittals for the Work.
- B. Submittals and Shop Drawings shall be uploaded in pdf format. If multiple items are uploaded in a single submittal, they shall be grouped according to Section 1116. Each submittal will either be accepted or rejected as a whole. Time sensitive items should be submitted individually to avoid potential delays. Once approved, material submittals will be moved into the folder labeled *3.3 Approved Submittals*. The standard naming nomenclature shall be *Submittal x, Type, mm-dd-yyyy*. See Section 1116 for submittal folder types.
- C. A Certification Statement (per 7.16.2 of GC-700) shall be provided on the cover sheet. The cover sheet shall describe packaged data and include a listing of all items within the package.
- D. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. Project title and number.
 - 3. The names of Contractor, Subcontractor, Supplier and/or Manufacturer.
 - 4. Identification of the product or material, including reference to the Specification Number.
 - 5. Field dimensions, if used, shall be clearly identified.
 - 6. Applicable standards, such as ASTM or Federal Standards numbers.
 - 7. Identification of deviations from Contract Documents.
 - 8. Identification of revisions on re-submittals.
 - 9. A blank space suitably sized for Contractor and/or Engineer stamps.

END OF SECTION
SECTION 01121

PAY APPLICATIONS AND PAYROLLS

PART 1 GENERAL

1.014 APPLICATIONS FOR PAYMENT OR PROGRESS PAYMENTS

- A. Applications for Payment (pay applications) shall be generated by the Owner and reside within Owner's construction management software. Quantities included in the Pay Application will be based solely on the quantities entered into the project inspector's electronic Daily Diary.
- B. Though written authorization (Work Change Directives) can be given to increase a line item above the bid amount, the actual payment of a line item shall not exceed the bid amount until a Change Order has been approved.
- C. Contractor will review then approve or reject the Pay Application. If Contractor agrees with the Pay Application, the Contractor shall electronically sign the Pay Application. If Contractor does not agree with the Pay Application, the Contractor shall reject the Pay Application and shall include reasons why the Application was rejected.
- D. Prior to the Owner approving payment:
 - 1. The requirements of Article 15 in GC-700 must be met.
 - 2. Weekly and post rain event inspection reports, in accordance with PSP3.
 - 3. Submittal of certified payrolls and any corrections to certified payrolls.
 - 4. Submittal of an updated Progress Schedule.

1.015 PAYROLLS (CERTIFIED PAYROLLS)

- A. Contractor shall be responsible for submitting copies of all payrolls, including payrolls for all Subcontractors. Certified payrolls shall be uploaded into the appropriate folder. The standard naming nomenclature for the payrolls shall be Contractor's name, date, payroll #.
- B. Weekly payrolls shall be submitted at least monthly to the Owner.
- C. Payrolls shall be accompanied by a statement signed by Contractor indicating that the payrolls are correct and complete, that wage rates contained therein are not less than those determined by the State Labor Commissions or the U.S. Department of Labor, and that classifications set

forth for each laborer or mechanic, including apprentices and trainees, conform with the Work performed.

- D. The first payroll submitted with Apprentices or Trainees shall include a letter from the Union with the percent of wages approved by the training program.

END SECTION

SECTION 01125

PROJECT MEETINGS

PART 1 GENERAL

1.016 PRE-CONSTRUCTION MEETINGS

- A. The Contractor shall attend a pre-construction meeting with representatives of the Owner and the Engineer, in accordance with GC-700. Aspects of the meeting include:
 - 1. Contractor will provide agenda, chair meeting and provide meeting minutes to all participants.
 - 2. Contractor's attendees shall include the Contractor's resident superintendent, and Contractor shall bring schedules per Paragraph 2.03 of GC-700.
 - 3. The Public Utility Companies shall be invited and are expected to provide current information regarding the status of any relocation efforts.
 - 4. Owner will discuss requirements which resulted from the right-of-way or easement acquisitions.
- B. A "Meet the Contractor" public information meeting is not required for this Work. List the mandatory attendees (superintendent, etc).

1.017 PROGRESS MEETINGS

- A. Owner may request meetings with Contractor and its subcontractors at any time during progress of the Work. The Contractor is responsible for providing any requested information. As needed, the Engineer and other pertinent parties will be invited to attend.
- B. Aspects of the meeting include:
 - 1. Meetings will normally occur monthly or as required to ensure proper communication.
 - 2. Contractor will chair meetings, set agenda and provide meeting minutes to all participants.
- C. Contractor may request meetings at any time, however any meetings involving the Engineer must be requested through the Owner.

1.018 POST CONSTRUCTION MEETING

- A. Contractor shall attend and subcontractors may attend.

END OF SECTION

SECTION 01130

CONSTRUCTION RECORDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. It is the intent of this coverage to accurately, clearly document and define pre-existing, post-construction and/or construction conditions to minimize potential construction claims.
- B. Contractor shall provide to Owner one copy of a high quality color audio and video recording of the existing surface conditions within the project's zone of influence. The zone of influence shall be defined as an area within a temporary construction easement or public right-of-way, as indicated by the Drawings, or within 35 feet of the proposed Work.
- C. The following recording(s) shall be completed:
 - 1. Prior to any construction activity.
 - 2. During and end of construction photography.
- D. The Owner reserves the right to reject and request another recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Under no circumstances shall construction begin until the Owner has received, reviewed and accepted the recording.
- E. A qualified, established recording company, knowledgeable in construction practices and experienced in recording of construction projects, shall perform the recording. If requested, the company shall provide examples of prior work and/or references.
- F. Contractor shall obtain permission from property owners prior to entering said property.
- G. Owner must be given adequate notice of the recording appointment so Owner has the opportunity to accompany the videographer.

PART 2 PRODUCTS

- 2.01 A digital recording shall be supplied on a DVD, USB or other method approved by Owner.

PART 3 EXECUTION

3.01 COLOR AUDIO/VIDEO SURVEY

- A. Coverage shall include, but not be limited to, all existing roadways, sidewalks, fences, curbs, driveways, buildings and structures, ditches, above ground utilities, landscaping, trees, culverts, headwalls, retaining walls, signage and other physical features located within the Project's zone of influence. Detailed, close range photography and sufficient location information shall be given to any defects, such as cracks, disturbed areas or other damaged items. The coverage may be expanded if Owner so directs.

- B. All recording will be done during daylight hours and during dry, clear weather conditions.
- C. Adequate lighting, to produce the proper detail and perspective, will be required to fill in areas covered by shadows.
- D. If insufficient landmarks exist, the construction limits and/or excavation areas shall be identified by station and offset information on survey stakes and/or high visibility paint. There is no additional payment for this marking.
- E. The marking of underground utilities should be considered prior to the recording.

3.02 AUDIO AND VIDEO REQUIREMENTS

- A. Properly identify all recordings by recording number, Owner's name, project name and number, contractor's name, date and time of recording and location of recording.
- B. A record of the contents of each recording shall be supplied, and it shall be sufficiently detailed so that Owner may easily retrieve the footage of a specific location.
- C. Bookmarks or chapters must be included at a minimum of every 500 feet or at a suitable landmark (intersection, etc.) if less than 500 feet.
- D. Each recording shall begin with a verbal description per 3.02.A. Clear narration during the course of the recording shall include sufficient location information, direction of travel, viewing side and highly detailed descriptions of the existing conditions. The date and time must appear on the recording.
- E. Identify houses and buildings visually by house number and in such a manner that structures in the proposed Work, (i.e. manholes, etc.) can be located by reference. Use of station numbers is acceptable if the stationing coincides with the Drawings.
- F. Information appearing on the recording must be continuous and run simultaneously with computer generated translucent digital information. No editing or overlaying of information at a later date will be acceptable.
- G. The rate of speed in the general direction of travel during the recording shall be sufficient to accurately document the area of Work. Panning rates and zoom-in and zoom-out rates shall be

controlled sufficiently such that during playback, the picture shall be in focus and maintain clarity at all times.

END OF SECTION

SECTION 01135

REPORTING OF DAMAGED UTILITIES

PART 1 GENERAL

1.01 SCOPE

- A. If in the performance of the Work there is damage or interruptions to the electrical, fuel (natural gas, propane, etc.), telephone, water, sanitary or storm supply and/or distribution system, then the Contractor will immediately notify the appropriate utility and make arrangements to repair said damage. In support of Section 7.15 of GC-700, the Contractor shall take the following additional steps:
1. Damaged fuel (natural gas, propane, etc.) lines require the Contractor to immediately notify the Lee's Summit Emergency Services (Dial 911).
 2. Downed power lines or other hazard that may put the public at risk requires the Contractor to immediately notify the Lee's Summit Emergency Services (Dial 911).
 3. Contractor shall notify Owner of all damage or interruptions after the Utility Company and/or Emergency Services have been contacted.

END OF SECTION

SECTION 01140

ACCESS AND CLOSURES

PART 1 GENERAL

1.02 ACCESS AND CLOSURES

- A. Consult Section 1105 (Sequencing and Coordination) for notification procedures and timeframes, and consult the Drawings for any specific access details.
- B. Public Property: Unless directed by Owner or detailed in the Drawings, all streets, intersections, and/or public driveways shall be maintained at all times.
- C. Private Property:
1. Unless written permission is received from a private property owner, access to and from the respective property shall be maintained at all times.
 2. Driveway reconstruction shall be accomplished with minimum inconvenience to the primary user(s), and suitable access will be maintained at all times.

D. Emergency Vehicles: Suitable access for emergency vehicles will be maintained at all times.

END SECTION

SECTION 01145

PROPERTY MAINTENANCE AND CLEANING

PART 1 GENERAL

1.01 PROPERTY MAINTENANCE

B. Contractor will be responsible for the maintenance of the Site until a Certificate of Substantial Completion is issued. Included, but not limited to, are the following items:

1. The height of grass or weeds shall not exceed the maximum allowed by Code. Note: Contractor shall continue to maintain areas that have not had a final application of seed or sod, even though the Contractor has received their Substantial Completion notice.
2. As indicated in the Drawings or Specifications, safe and passable surfaces, whether permanent or temporary, shall be maintained for the traveling public (whether vehicular or pedestrian) throughout the Project. Contractor shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. This work may include pothole repairs, sidewalk repairs and shoulder repair. No direct payment will be made for this work, unless listed in the bid tab.

C. CLEANING

A. Contractor shall execute cleaning during progress of the Work and at completion of the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Choose materials which will not create hazards or cause damage to health or property.
- B. Use only those materials and methods accepted by both the manufacturer of surface material that is to be cleaned and recommended by the cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning, to the Owner's satisfaction, to keep the Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris.
- B. Provide sufficient onsite containers for the collection of waste materials, rubbish and debris. Containers shall be clearly marked with the Contractor's name and shall be conveniently located for use by workers. Containers shall be covered to prevent wind from removing debris, and Contractor shall relocate containers as required during the course of the Work.

- C. Contractor shall be responsible for keeping its trucks and equipment clean for the duration of the Contract. If mud is deposited on any paved area, as a result of the Contractor's actions, the Contractor will immediately remove the mud upon oral or written notice by the Owner.

3.02 DUST CONTROL

- A. Schedule construction operations so that dust and other contaminants will not fall on newly-coated surfaces.
- B. The removal of dust will be determined by the Owner, in order to maintain the safety and convenience of the public and for the reduction of dust nuisance to adjacent properties.
- C. Contractor shall apply suitable materials and use appropriate equipment to control the dust. Enclosed dust collection systems may be required, especially within residential areas.
- D. Dust control shall be repeated at such intervals as to satisfactorily control dust, and the Contractor must have sufficient equipment on site at all times.

3.03 FINAL CLEANING

- A. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations or temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by Owner. Disturbed areas shall be graded, filled and properly covered (seed, pavement, etc.).
- B. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition that is also free of stains, films and other foreign substances. Remove any non-permanent labels.
- C. Restore reflective surfaces to their original reflective condition.
- D. Broom clean paved surfaces and rake clean other surfaces of the grounds, so as to leave the Site ready to be opened for use and/or occupancy by Owner or public. Restore those portions of the Site not designated for alteration by Contract Documents to their original condition.
- E. Restoration of damaged landscape: Any landscape feature scarred or damaged by Contractor's equipment or operations shall be restored as nearly as possible to its original condition at Contractor's expense. Contractor shall be responsible for replacing any trees, grass, landscaping, or piping systems damaged by construction.

END OF SECTION

SECTION 01150

SALVAGE OF MATERIALS

PART 1 GENERAL

1.019 SALVAGE OF MATERIALS

- A. Owner is self-performing site demolition prior to the Contractor taking possession of the site.
- B. Unless specified herein or identified in the drawings, specifications or agreements, all material and debris shall be the property of the Contractor.

1.020 SALVAGE MATERIALS TO OWNER

- A. Owner shall be given the opportunity to salvage the following items.
 - 1. Existing signs.
 - 2. Abandoned or replaced water meters and meter assemblies will be reviewed on a case by case basis.
 - 3. Removed fire hydrants will be reviewed on a case by case basis.

END OF SECTION

SECTION 01155

INCIDENTAL ITEMS

PART 1 GENERAL

1.021 MAIL BOXES

- A. Mail boxes within the construction limits shall be removed by the Contractor and temporarily set where they will be accessible to both the postal carrier and the patron. Owner will approve of the location and material used for the temporary access.
- B. Prior to final acceptance, Contractor shall properly reset and relocate all mail boxes.
- C. Mail boxes damaged by the Contractor shall be replaced by the Contractor.
- D. Mail boxes shall be installed per United States Postal Service requirements and per applicable AASHTO guidelines.
- E. Contractor shall coordinate with the United States Postal Service as required.

1.022 ADJUSTMENT OF MANHOLES AND UTILITY COVERS

- A. Manholes and utility covers shall be raised or lowered to the proposed grade or slope.

- B. In paved areas, the work shall be accomplished in such a manner as to not create a traffic hazard, while providing for proper construction and compaction requirements.

END OF SECTION

SECTION 01160

PERFORMANCE TESTS, DATA AND INSTRUCTION

PART 1 GENERAL

1.023 GENERAL REQUIREMENTS

- A. Performance tests, operational data or instruction requirements are generally listed in the applicable technical specifications; any additional requirements are listed in this Section.

1.024 PERFORMANCE TESTS

- A. Performance tests shall be completed prior to acceptance and placement of the equipment, system or facility into service or final service.
- B. As required, Contractor shall submit a written plan detailing steps involved in performance testing or startup of equipment, system or facility 14 calendar days prior to startup or testing.
- C. If equipment, system or facility fails to function properly, or guaranteed performance is not indicated, Contractor shall make necessary corrections, including replacement, at no cost to Owner, and after such corrections are completed, demonstrate to Owner that equipment, system

or facility functions properly and guaranteed performance is obtainable. Such failures do not provide grounds to justify claims for delays on Contractor's part.

D. Contractor shall provide additional performance tests as follows:

1. List additional requirements not covered by the Specifications.

1.025 OPERATIONAL DATA

A. Contractor shall supply additional operational data as follows:

1. List additional requirements not covered by the Specifications.

1.026 INSTRUCTION REQUIREMENTS

A. Contractor shall perform additional instructional requirements as follows:

1. List additional requirements not covered by the Specifications.

END OF SECTION

SECTION 01205

STAGING AREA AND MATERIAL STORAGE

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS INCLUDED

- A. Refer to the Agreement, Article 5 GC-700 for additional information applicable to the Site and the use of the Site; and
- B. Contractor will maintain adequate drainage and not hinder or block existing facilities.
- C. Contractor will maintain erosion control measures as necessary or directed.
- D. Contractor's field offices, sheds, equipment, materials storage, and/or other authorized use of the staging area will not hinder traffic nor create a hazard to the public.
- E. Waste materials shall not be permitted to accumulate.
- F. Except as noted, Contractor shall furnish, install, and maintain all temporary services.
- G. Following completion of the Work, Contractor shall remove all temporary facilities, field offices, sheds, equipment and material and then restore the areas according to the Contract Documents.

1.02 EQUIPMENT TRANSPORTATION AND DELIVERY

- A. Transport and handle equipment in accordance with manufacturer's instructions. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

- B. Schedule delivery to reduce long term on-site storage prior to installation and/or operation.
- C. Unload all items delivered to the site and place in a manner which will not endanger the Public, interfere with the flow of traffic or hamper work by others.
- D. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. Notify Owner immediately of any problems.

1.03 MATERIALS, EQUIPMENT and FURNISHINGS STORAGE

- A. All materials, equipment and furnishings being provided are to be serviceable, adequate for the required purpose, and must not violate applicable codes or regulations.
- B. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Arrange storage to permit access for inspection.
- C. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- D. Store cement and lime under a roof and off the ground and keep completely dry at all times. Store all structural, miscellaneous and reinforcing steel off the ground or otherwise to prevent accumulations of dirt or grease and in a position to prevent accumulations of standing water and to minimize rusting. Handle and store precast concrete in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking.
- E. Store all mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere in a weathertight building to prevent damage. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to the Owner. Provide building with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.
- F. Rotate moving parts a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment, the Contractor shall start the

equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

1.04 SPECIFIC REQUIREMENTS FOR STORAGE, DELIVERY AND STAGING AREAS

A. None.

END OF SECTION

SECTION 01210

FIELD OFFICES AND SHEDS

PART 1 GENERAL

1.05 GENERAL REQUIREMENTS INCLUDED

- A. As required for the Work, Contractor shall furnish, install and maintain field offices, storage and work sheds. All offices, trailers or sheds shall be subject to the Owner's approval.
- B. If a Contractor's field office is established, it shall be the headquarters of their representative who is authorized to receive drawings, instructions, or other communication or articles. Any

communication given to the said representative or delivered at Contractor's field office, in their absence, shall be deemed to have been delivered to Contractor.

1.06 REQUIREMENTS FOR FIELD OFFICES

- A. Field Office for Owner (or their Representative) is not required.
- B. Field Office for Contractor shall be:
 - 1. In good condition, structurally sound and weathertight with floors raised above ground.
 - 2. All utilities shall be in service when the office has been placed on site.
 - 3. Automatic heating and mechanical cooling equipment shall be able to maintain appropriate conditions for occupants and/or storage requirements.
 - 4. All offices shall remain on site, with all utilities in service, until the work is complete, or the Contractor is notified by the Owner.

1.07 REQUIREMENTS FOR STORAGE SHEDS

- 1. Appropriate to the trade, with dimensions adequate for storage and handling of products.
- 2. Ventilation, heating and cooling shall comply with specified codes, temperatures and requirements for the products stored.

END OF SECTION

SECTION 01215

TEMPORARY ELECTRICITY, HEAT OR TELEPHONE

PART 1 GENERAL

1.02 SCOPE

- A. Except as specifically noted herein, the Contractor shall provide all temporary utilities required for construction and shall remove all such facilities at end of Work.
- B. Contractor shall clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original (or specified) condition.

1.03 PAYMENT

- A. Except as specifically noted herein, all costs of temporary utilities and controls are considered incidental to the Contract and shall be included in the Contract Price.

1.04 ELECTRICITY AND LIGHTING

- A. Contractor shall make all arrangements, pay all costs and provide electricity as required for construction.

- B. Contractor shall provide temporary lighting for construction operations.
- C. Owner will furnish electrical power for startup and testing of equipment to be permanently incorporated into this Project. Electric meters will be in the name of the Owner, and the Owner will pay the utility bill necessary for startup and testing of equipment.

1.05 HEAT AND VENTILATION

- A. Contractor shall make all arrangements, pay all costs and provide heat and ventilation as required to maintain specified conditions for construction operations, and to protect materials and finishes from damage due to temperature or humidity.
- B. Contractor shall provide ventilation of enclosed areas to cure materials to disperse humidity and to prevent accumulations of dust, fumes, vapors or gases.

END OF SECTION

SECTION 01220

TEMPORARY SANITARY FACILITIES

PART 1 GENERAL

1.06 SCOPE

- A. Except as specifically noted herein, the Contractor shall provide all temporary utilities required for construction and shall remove all such facilities at end of Work.
- B. Contractor shall clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original (or specified) condition.

1.07 PAYMENT

- A. Except as specifically noted herein, all costs of temporary utilities and controls are considered incidental to the Contract and shall be included in the Contract Price.

1.08 SANITARY FACILITIES

- A. Contractor shall provide and maintain sanitary facilities (restrooms) as required for the Contractor's work force (including sub-contractors).
- B. **Discharge** into Owner's sanitary system:
 - 1. With proper notification (and scheduling) to the Owner, the discharge of super-chlorinated water (from the flushing out of new water lines installed for this Project) will be allowed.
 - 2. Note: Discharge into the Owner's sanitary system will not be allowed during wet-weather flow conditions.
 - 3. Contractor will supply all fittings, pipes and hoses.
 - 4. Contractor will be billed, at the current rates, by the Owner.

END OF SECTION

SECTION 1225

TEMPORARY WATER FACILITIES

PART 1 GENERAL

1.09 SCOPE

- A. Except as specifically noted herein, the Contractor shall provide all temporary utilities required for construction and shall remove all such facilities at end of Work.
- B. Contractor shall clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original (or specified) condition.

1.010 PAYMENT

- A. Except as specifically noted herein, all costs of temporary utilities and controls are considered incidental to the Contract and shall be included in the Contract Price.

1.011 WATER

- A. Contractor shall purchase and deliver to job site potable water for drinking. No drinking water will be provided to Contractor by the Owner.
- B. Connection to Owner's water system:
 - 1. With proper notification to the Owner, the Contractor will be allowed to connect to publicly owned fire hydrants on the City's water system.
 - 2. Hydrant meters shall be obtained from the City of Lee's Summit Water Utilities Department.
 - 3. Contractor shall provide all fittings, pipes and hoses as needed.
 - 4. Contractor will be billed, at the current rates, by the Owner.
- C. Existing Water Valves
 - 1. Unless specific permission is obtained, the Contractor shall not operate any valves (including hydrant branch valves) on the Owner's existing water system.
 - 2. The operation of all valves shall be performed by the Owner, and the Contractor shall make the request for valve operation at least 48 hours in advance.

END OF SECTION

SECTION 01305

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. An independent testing laboratory may be retained to perform sampling and testing in order to determine the compliance of the Work with the Contract Documents. Testing requirements may include, but are not limited to, design mixes, job mix formulae, materials, manufactured items, earthwork, paving, grouting and concrete. Also see Article 14 of GC-700.
- B. Any testing laboratory employed by the Contractor must be independent and comply with the Contract Documents.
- C. Quality Control and Quality Assurance testing requirements are found in Section 01306.

1.02 PAYMENT

- A. Quality Control (QC) tests and tests required to determine initial compliance and initial material acceptance, shall be paid for by:
 - 1. The Contractor
- B. Quality Assurance (QA) tests shall be paid for by:
 - 1. The Contractor
- C. Costs for retest(s) performed because the first test (whether initial, QC or QA) resulted in a failure shall be paid for by:
 - 1. The Contractor
 - 2. If Contractor does not agree with the test results or any costs associated with retesting, then the procedure in Paragraph 1.04 of Section 1306 shall be followed.
 - 3. Additionally, any costs incurred by the Owner or Engineer for retesting shall be paid for by Contractor or deducted from the Progress Payments.
- D. If Contractor gives inadequate notice, and proper testing cannot be performed, the Contractor shall bear all additional expenses incurred by laboratory personnel and their travel, and no changes to contract time will be considered if Work cannot proceed without the testing.

1.03 QUALIFICATIONS OF LABORATORY

- A. Independent testing laboratories shall meet at least one of the following qualifications:
 - 1. Participate in AASHTO Accreditation Program (AAP) and maintain current and applicable AASHTO Laboratory Accreditation for materials testing as appropriate for the Project, including but not limited to soil, aggregate, Portland Cement Concrete and hot-mix asphalt. The Laboratory's accreditation shall be listed in AASHTO R-18 accredited laboratory list as accessed on the internet.

2. Provide adequate proof of compliance with the most current edition of ASTM E 329, *Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction* for the construction materials specified for sampling and testing during the Project.

1.04 AUTHORITY LIMITATIONS OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
 2. Approve or accept any part of Work.
 3. Perform any duties of Contractor.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. As required, secure and deliver to the laboratory adequate quantities of representational samples of materials proposed for use and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- D. As required, furnish copies of products' test reports.
- E. As required, furnish incidental labor and facilities to:
 1. Provide access to work that requires testing.
 2. Facilitate tests including obtaining and handling samples at Project if so requested.

END OF SECTION

SECTION 01306

QUALITY CONTROL AND QUALITY ASSURANCE

PART 1 GENERAL

1.027 GENERAL REQUIREMENTS

- A. Quality Control (QC) and Quality Assurance (QA) measures are listed in this Section. All sampling and testing is to be performed in accordance with Article 14 of GC-700 and per the

1.028 QUALITY CONTROL

- A. QC shall be the responsibility of the Contractor.
- B. The Contractor shall include the Owner’s Resident Project Representative on the standard distribution list for all QC test reports, preliminary field test results, and Daily Field Reports.
- C. The minimum testing frequency for QC is shown in the following table. Where multiple tests are required, samples shall be distributed such that the entire day’s production is represented.
- D. Preliminary field test results shall be delivered to Owner’s Resident Project Representative on the same day the tests are conducted. Preliminary QC test failures shall be annotated on the Daily Field Report.
- E. QC test results and documentation shall be uploaded into the folder labeled *4.1, QC (Contractor) Test Reports* within the Owner’s construction management software.
 - 1. QC test results shall be uploaded within 7 calendar days after tests are completed
 - 2. QC test result failures shall be reported to the Owner’s Resident Project Representative within 4 hours of test completion via telephone and email.

Activity	Required Test	Minimum QC Testing Frequency
Grading – Embankment	Density/Moisture Curve In-Place Density/Moisture	1 per Material Type LSMO 2102.6.H 1 per 500 CY of material placed, minimum 1 per lift.
Pavement Subgrade	Roll tested per APWA 2201.4.E and as modified by LSMO DCM/PSP Density/Moisture Curve Gradation Plasticity Index In-Place Density/Moisture	Prior to placing aggregate base for chemically stabilized subgrade After placing aggregate base for mechanically stabilized subgrade 1 per Material Type 1 per Material Type One per Material Type. LSMO 2102.7.F 1 per 750 Square Yards of material placed, minimum 2 per day
Aggregate Base	Density/Moisture Curve Gradation In-Place Density/Moisture Plasticity Index Roll tested per APWA 2201.4.E and as modified by	1 per Material Type 1 per Material Type 1 per 750 square yards of Subgrade, Min. 4 per day One per Material Type. Prior to placing aggregate base for chemically stabilized subgrade

Activity	Required Test	Minimum QC Testing Frequency
	LSMO DCM/PSP	After placing aggregate base for mechanically stabilized subgrade
Trenching and Backfilling)	Density/Moisture Curve	1 per Material Type LSMO 2102.4.J 1 test per 200 to 400 linear feet per lift, Minimum of 1 per lift
Trench Backfill	In-Place Density/Moisture	(or 1 test per 100 to 200 cubic yards of backfill placed, Minimum of 1 per lift) LSMO 2102.4.O
Backfill around structures	In-Place Density/Moisture	1 test per 100 to 200 cubic yards of backfill placed, Minimum of 1 per lift
Asphaltic Concrete	Gradation (in-place Behind Paver) Oil Content Oil Type Density (1000 tons or greater) Density (less than 1000 tons)	1 per day per spread. 1 per day. 1 per mix. 10 per day per spread 6 per day per spread
Concrete (Curb, Sidewalk, Driveways, etc.) Required for each mix design.	Air Content Slump Compressive strength	1 at beginning of each daily pour and 1 per 25 CY thereafter. 1 at beginning of each daily pour and 1 per 25 CY thereafter. 1 set of 4 cylinders at beginning of each daily pour and 1 per 100 CY thereafter
Concrete for Structures (Pavement, Boxes, etc.) Required for each mix design.	Air Content Slump Compressive strength	1 at beginning of each daily pour and 1 per 100 CY thereafter. 1 at beginning of each daily pour and 1 per 100 CY thereafter. 1 set of 4 cylinders at beginning of each daily pour and 1 per 200 CY thereafter

1.029 QUALITY ASSURANCE

- A. QA shall be the responsibility of the Owner.
- B. The minimum testing frequency for QA is shown in the following table. Where multiple tests are required, samples shall be distributed such that the entire day's production is represented.
- C. Any reductions in the testing frequency in to the QA program below shall be issued by a Field Order by the Engineer at the sole discretion of the Owner.
- D. The Owner's Resident Project Representative may authorize additional QA testing based on the actual conditions of the project, changes in materials, or observations of test results reported

as part of the Contractor's QC testing program, or other conditions that may warrant additional testing.

- E. QA test results and documentation shall be uploaded into the folder labeled 4.2, *QA (City) Test Reports* within the Owner's construction management software.

Activity	Required Test	Minimum QA Testing Frequency
Grading – Embankment	Density/Moisture Curve	1 per Material Type
	In-Place Density/Moisture	3 per week with mass grading work on the project.
Aggregate Base	Density/Moisture Curve	1 per Material Type
	Gradation	1 per source
	In-Place Density/Moisture	1 per Material Type placed on project
	Plasticity Index	1 per source.
Trenches (Earth Backfill)	Density/Moisture Curve	1 per Material Type
	In-Place Density/Moisture	3 per week
Excavation Pits (Such as bore pits, anode pits, or small, non-linear excavations)	Density/Moisture Curve	1 per Material Type
	In-Place Density/Moisture	3 per week
	Plasticity Index	1 per Material Type
Asphaltic Concrete	Gradation (in-place Behind Paver)	1 per Mix Design
	Oil Content	1 per Mix Design.
	Oil Type	1 per Mix Design.
	In-Place Density	3 per Mix Design
Concrete (Curb, Sidewalk, Driveways, etc.) Required for each mix design	Air Content	1 per month for each mix design.
	Slump	1 per month for each mix design
	Compressive strength	1 per month for each mix design
Concrete for Structures (Pavement, Boxes, etc.) Required for each mix design	Air Content	1 per month for each mix design.
	Slump	1 per month for each mix design
	Compressive strength	1 per month for each mix design

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1.030 QC AND QA RESULTS COMPARISON

- A. If differences are found between QC and QA results, then Owner and Contractor shall:
1. Identify any procedural differences between QC and QA and correct any improper procedures.
 2. If no procedural differences are found and Owner and Contractor cannot agree on the results and subsequent impact to the Work, then an independent third party lab will be utilized. If the final results of the third party testing indicate the Owner's test results were correct, then the Contractor shall be responsible for the cost associated with the third party testing. Likewise, if the final results of the third party testing indicate the Contractor's test results were correct, then the Owner shall be responsible for the cost associated with the third party testing. Unless Owner or Contractor cannot agree, the results of the third party lab will be final and binding.

END OF SECTION

SECTION 01310

PROJECT CLOSEOUT

PART 1 GENERAL

1.02 SCOPE

- A. Per Paragraph 15.05 of GC-700, Contractor will initiate the project closeout process by sending written notice to the Owner that the entire work (or agreed portion thereof) is complete. The appropriate parties will promptly make a final inspection to determine if any portion of the Work is incomplete or defective.
- B. In accordance with Paragraphs 15.05 and 15.06 of GC-700, and additional items as required by the Owner, the following items shall be accomplished prior to final payment.

1.03 CONTRACTOR TO FILE WITH OWNER

- A. Any remaining submittals.
- B. Any record documents which indicate changes to the original plans.
- C. An Excel Comma-Separated Values (.csv) file in Point, Northing, Easting, Elevation and Description (PNEZD) format containing accurate horizontal control, coordinates, and elevations based on the Missouri State Plane Coordinate System, West Zone, NAD83 and NAVD88 (expressed in US survey feet) must be produced for the following infrastructure:
- Water Main
- Beginning and End points
 - Beginning and End points of deflection
 - Bends
 - Tees

- Fittings
- Valves
- Hydrants
- Beginning and End points of casing pipe
- Elevation top of main at every fitting and Station at maximum spacing of 50'

Sanitary Sewer Main

- Manholes
- Inverts
- Service wye
- Beginning and End points of casing pipe
- Beginning and End points of concrete encasement
- Elevation top of main at a maximum Station spacing of 50'

Storm Sewer Main

- Elevation top of structure
- Inverts

- D. Any requirements outlined in the permits that were issued for the Work.
- E. Any instructions, manuals or schedules which are due to Owner.
- F. Any guaranties, warranties, parts or tools that are due to Owner.
- G. Notification of any pending or unresolved property or injury insurance claims.
- H. Any remaining or corrected payrolls for the Contractor or any of their Subcontractors.
- I. A notarized original of the Consent of Surety to Final Payment.
- J. A notarized original of the Certificate and Release or Waiver and Release of Lien from the Contractor and all Subcontractors.
- K. A notarized original of the Affidavit of Compliance with Prevailing Wage Law from the Contractor and all Subcontractors.

1.04 OWNER TO COMPLETE

- A. Convene post construction meeting with Contractor and Engineer.
- B. Complete and distribute Certification of Project Acceptance Letter.
- C. Complete Final Permit Reports, as required and as issued for the Project.

END OF SECTION

**ADVERTISEMENT FOR BIDS
CITY OF LEE' S SUMMIT
PARKS & RECREATION
LEE' S SUMMIT, MISSOURI**

Longview Pickleball Complex

Project No. 94932784

General Notice

The City of Lee's Summit, Missouri (Owner) is requesting Bids for the construction of the following Project:

**Longview Pickleball Complex
Project No. 94932784**

Bids for the construction of the Project will be delivered in person to Steve Casey, Superintendent of Park Planning and Construction II, 220 SE Green Street, Lee's Summit, MO 64063., until **2:00 P.M. local time on May 9, 2025**. At that time the Bids received will be publicly opened and read via Zoom video conferencing at

<https://zoom.us/j/99238102016?pwd=VFpHUSsvSTBOZTI3L1V4Z25FR3cxQT09>.

The Project includes the following Work:

The Work for the project, Longview Pickleball Complex includes, but is not necessarily limited to:

Construction of 12 regulation pickleball courts, post tension concrete construction, surface coating and markings, perimeter and interior fencing, sports lighting, canopy installation, sidewalks, earthworks, electrical, and water utilities.

Bids are requested for the following Contract:

Longview Pickleball Complex, Project No. 94932784

Information and Bidding Documents for the Project can be found at the following designated website:

[Public Purchase: City of Lee's Summit Home Page](#)

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-Bid Conference

A Pre-Bid conference for the Project will be held on **April 30, 2020, at 2:30 P.M to 3:30 PM CST local time**, Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO., 64063, in the Strother Conference Room 1-200. Zoom video conferencing at:

<https://zoom.us/j/91574964364?pwd=dUxjcmtjaEF5RXI4SXJSNUVUaEw0UT09>.

Attendance at the pre-bid conference is encouraged but not required.

Bid Security

Each Bid shall enclose Bid Security, as specified in the Instructions to Bidders, representing five percent (5%) of the sum of the Bidder's Base Bid

plus all alternates.

Prevailing Wages

The Department of Labor and Industrial Relations Prevailing Wage Determination - Annual Wage Order No. 27, covering the Work is attached to the Form of Agreement (Section C520).

Tax Exemption

All or certain items required for this contract are for constructing, repairing, or remodeling facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under RSMo 144.062. The Instruction to Bidders and General Conditions include tax exemption provisions covering the submission of the application for tax exemption determination by the Bidder awarded the Contract.

Work Authorization

For all contracts in excess of \$5,000, the bidder shall comply with § 285.530, RSMo, as amended and shall: (1) provide sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien; and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. E-Verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Letter from contractors reciting compliance is not sufficient.

The successful bidder shall comply with the requirements of § 292.675 RSMo.

The requirements include on-site employees to complete the ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Parks & Recreation, City of Lee's Summit, Missouri
By: Steve Casey
Title: Superintendent of Park Planning and Construction II
Date: April 18, 2025

**GUIDELINES FOR USE OF EJCDC® C-200,
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT**

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-200, Instructions to Bidders for Construction Contract (2018), provides proposed instructions to prospective Bidders, including instructions on information made available to Bidders, site visits, pre-bid conferences, questions concerning the Work and issuance of Addenda, how to prepare and submit a bid, bid bonds, and the evaluation of bids and award of contract. C-200 also provides guidance in the preparation of Instructions to Bidders for a specific Contract.

These Instructions to Bidders assume a competitive bidding process and the use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements which include the Advertisement or invitation to bid, the Instructions to Bidders, the Bid Form, and Bid Form attachments (if any) such as Bid Bond Form and Qualifications Statement; and
- Contract Documents, which include the Agreement, Performance Bond and Payment Bond, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. Note also that the Supplementary Conditions and other Contract Documents, and the Instructions to Bidders, may refer to other documents that are provided to or made available to Bidders for reference purposes, but which are not Contract Documents.

The terms “Bidding Documents,” “Bidding Requirements,” and “Contract Documents” are defined in Article 1 of the General Conditions. The Bidding Requirements and the Contract Documents together are referred to as the Bidding Documents.

The Bidding Requirements are not Contract Documents. Much of their substance pertains to the relationships prior to the award of the Contract, and has little effect or impact thereafter. Contracts may even be awarded without going through a bidding process, and thus have no Bidding Requirements. For this reason, the Contract Documents are written to function without including the Bidding Requirements.

2.0 OTHER DOCUMENTS

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

While preparing this document for use on a specific project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in the following related EJCDC documents:

EJCDC Doc. No.	Document Title	Edition
C-111	Advertisement for Bids for Construction Contract	2018
C-410	Bid Form for Construction Contract	2018
C-451	Qualifications Statement	2018
C-520	Agreement between Owner and Contractor for Construction Contract (Stipulated Sum)	2018
C-525	Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)	2018

Other documents that provide additional information or guidance for the use of this document include the following:

EJCDC Doc. No.	Document Title	Edition
C-001	Commentary on the 2018 EJCDC Construction Documents	2018
C-430	Bid Bond (Penal Sum Form)	2018
C-435	Bid Bond (Damages Form)	2018
C-700	Standard General Conditions of the Construction Contract	2018
C-800	Supplementary Conditions of the Construction Contract	2018

3.0 ORGANIZATION OF INFORMATION

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

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

4.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. These notes are intended for use by the User in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Instructions themselves. As project-specific Instructions to Bidders are prepared and made ready for issuance to bidders, all shaded text (Guidance Notes and Notes to Users) should be deleted.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the paragraph, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situation are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used.

5.0 EDITING THIS DOCUMENT

5.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.

- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
- E. Delete all Guidance Notes.

6.0 LICENSE AGREEMENT

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders	3
Article 4— Pre-Bid Conference	5
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	5
Article 6— Bidder’s Representations and Certifications	8
Article 7— Interpretations and Addenda	9
Article 8— Bid Security	9
Article 9— Contract Times	10
Article 10— Substitute and “Or Equal” Items.....	10
Article 11— Subcontractors, Suppliers, and Others.....	11
Article 12— Preparation of Bid.....	12
Article 13— Basis of Bid.....	13
Article 14— Submittal of Bid.....	15

Article 15— Modification and Withdrawal of Bid..... 15

Article 16— Opening of Bids..... 16

Article 17— Bids to Remain Subject to Acceptance..... 16

Article 18— Evaluation of Bids and Award of Contract..... 16

Article 19— Bonds and Insurance..... 17

Article 20— Signing of Agreement..... 18

Article 21— Sales and Use Taxes..... 19

Article 22— Debarment..... **Error! Bookmark not defined.**

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 ~~Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.~~
- 2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or~~

~~Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~

2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **DC** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **[List documents that will be made available to Contractor]**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. The release of Electronic Documents will be subject to SC-2.06 of the Supplementary Conditions.
 - 4. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.

5. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate the Apparent Low Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) business days of Owner's request, the Apparent Low Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 1. Bidder Qualification Statement, EJCDC Section C-451, with Supporting Data
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 1. Current Missouri Secretary of State Business Filing;
 2. City of Lee's Summit Business License
- C. Bidder's state or other contractor license number, SAMS and/or DUNS numbers, if applicable.
- D. Subcontractor and Supplier qualification information.
 1. List of Proposed Subcontractors, Section C-440;
 2. Schedule of Suppliers and Manufacturers, Section C-550
- E. Affidavit of Noncollusion, Section C-480
- F. Work Authorization Affidavit, signed and notarized
- G. Documentation affirming enrollment and participation in a federal work authorization program. Documentation can be the electronic signature page from the E-Verify program's Memorandum of Understanding. Letters from contractors reciting compliance is not sufficient.
- H. Other required information regarding qualifications.

3.02 ~~Prospective Bidders must submit required information regarding their qualifications by **[insert deadline for prequalification submittals]**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids~~

~~will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Prospective Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - ~~1. Bidder Qualification Statement, EJCDC Section C-451, with Supporting Data~~~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - ~~1. Current Missouri Secretary of State Business Filing~~
 - ~~2. City of Lee's Summit Business License~~~~
- ~~C. Bidder's state or other contractor license number, SAMS and/or DUNS numbers, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information:
 - ~~1. List of Proposed Subcontractors~~
 - ~~2. List of Proposed Manufacturers and Suppliers~~~~
- ~~E. Affidavit of Noncollusion~~
- ~~F. Other required information regarding qualifications.~~
- ~~G. Work Authorization Affidavit signed and notarized~~
- ~~H. Documentation affirming enrollment and participation in a federal work authorization program. Documentation can be the electronic signature page from the E-Verify program's~~

~~Memorandum of Understanding. Letters from contractors reciting compliance is not sufficient.~~

~~I. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

~~J. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

~~K. Bidder's state or other contractor license number, if applicable.~~

~~L. Subcontractor and Supplier qualification information.~~

~~M. Other required information regarding qualifications.~~

- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). **The GBR is a Contract Document.**
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

- 1. **[List of other Site-related documents].**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders* **Review this paragraph thoroughly and edit as appropriate**

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. A Site visit is scheduled for **[designate, date, time and location]**. Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.

- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **[provide contact information]**. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **[Insert contact information for submittal of questions to Engineer; describe any permissible or required special procedures, such as submittal via a Bidding Documents Website.]**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. **[If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.]** The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such~~

~~proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.~~

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 No more than 70% of the Project Work may be performed by Subcontractors, and no second tier subcontracting is allowed. It will be the responsibility of the Contractor to insure that Subcontractors do not, in turn, subcontract any portion of the Work.

- 11.02 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.03 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. **[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].**

- 11.04 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein on the Bid Worksheet in the Quest vBid system.
- 12.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.05 A Bid by an individual must show the Bidder's name and official address.
- 12.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.07 All names must be printed in ink below the signatures.
- 12.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.10 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.11 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Worksheet located within the Quest vBid system.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 *Sectional Bids*

- A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.
- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.

13.04 *Cost-Plus-Fee Bids*

- A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.
- B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.

- C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 *Price-Plus-Time Bids*

- A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.
- B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.
- C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of **[number]**, but not less than the minimum of **[number]**. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.
- D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.
- E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain,

as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bid Form, Bid Worksheet and the Bid Bond Form are located within the Quest vBid website. The Bid Worksheet resides on the Quest vBid system and cannot be downloaded. Bidders shall follow the Quest instructions to complete the Bid Worksheet. The Bid Form is to be completed and submitted with the Bid security (EJCDC Section C-430) and the following documents:
- A. Addendum Acknowledgement Page for each Addendum
 - B. Price Indexing Statement
- 14.02 Bids will be accepted only in an electronic format submitted through the Quest vBid system. Quest strongly recommends the PDF format for uploading of bid documents. Paper bids will not be accepted.
- 14.03 A Bid submitted electronically shall be submitted no later than the date and time prescribed and in the manner indicated in the advertisement or invitation to bid, and shall be accompanied by the Bid security and other required documents.
- 14.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids. The Bidder may have to contact QuestCDN directly before the published bid opening time to allow removal of the bid for modification.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

16.02 ~~Bids will be opened privately.~~

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder whose bid is in the best interests of the Project.

18.05 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.06 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority

established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
 - F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages [**or other Owner-designated daily rate**] in dollars per day.
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 18.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 Work Authorization Affidavit: As a condition of award of any contract in excess of five thousand dollars (\$5,000), the Contractor or business entity, as defined in § 285.530, RSMo, shall provide a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien with respect to the employees working in connection with this contract.

Federal Work Authorization Program: Contractor must provide documentation affirming its enrollment and participation in a federal work authorization program. The required documentation must be from the federal work authorization program provider. Letter from contractors reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

- 20.02 Business License: Contractor must obtain a City of Lee's Summit business license prior to signing agreement.
- 20.03 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Missouri state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—DEBARMENT

22.01 By submission of its bid, Bidder certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this bid is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If Bidder is unable to certify any of the statements in this certification, Bidder must attach an explanation to its response.

GUIDELINES FOR USE OF EJCDC® C-410, BID FORM FOR CONSTRUCTION CONTRACT

7.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-410, Bid Form for Construction Contract, is used to prepare the Bid Form for a specific project (contract). The Bid Form assumes a competitive bidding process and the use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements which include the Advertisement or invitation to bid, the Instructions to Bidders, the Bid Form, and Bid Form attachments (if any) such as a Bid Bond Form and Qualifications Statement; and
- Contract Documents, which include the Agreement, Performance Bond and Payment Bond, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. Note also that the Supplementary Conditions and other Contract Documents, and the Instructions to Bidders, may refer to other documents that are provided to or made available to Bidders for reference purposes, but which are not Contract Documents.

The terms “Bidding Documents,” “Bidding Requirements,” and “Contract Documents” are defined in Article 1 of the General Conditions. Bidding Requirements and the Contract Documents together are referred to as the Bidding Documents.

The Bidding Requirements are not Contract Documents. Much of their substance pertains to the relationships prior to the award of the Contract, and has little effect or impact thereafter. Contracts may even be awarded without going through a bidding process, and thus have no Bidding Requirements. For this reason, the Contract Documents are written to function without including the Bidding Requirements.

The Bid Form itself ordinarily should not be included as one of the Contract Documents. In most cases the pricing information contained in the Bid Form is transferred into the Agreement. However, there are situations where, to avoid errors incident to rekeying, it may prove wise to attach the Bid Form (or a reproduced copy of it) as an exhibit to the Agreement. The likelihood of such errors increases with many unit-price bid items. The Bid Form should not contain basic contractual provisions since it is only an offer to perform the Work as required by and in accordance with the Contract Documents. The Bid Form must be included in the list of Contract Documents in the Agreement when the Bid Form is incorporated into the Contract.

Likewise, as noted in the Notes to User in this document, changes in the Bidder’s representations and certifications in this document should be coordinated with the Contractor’s representations and certifications in the Agreement.

8.0 OTHER DOCUMENTS

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

Suggested standard provisions in the Bid Form are accompanied by Notes to User and bracketed notes and prompts that are provided to assist in preparing the Bid Form prior to distribution to prospective Bidders. These provisions have been coordinated with the other forms produced by EJCDC.

While preparing this document for use on a specific project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in the following related EJCDC documents:

EJCDC Doc. No.	Document Title	Edition
C-111	Advertisement for Bids for Construction Contract	2018
C-200	Instructions to Bidders for Construction Contract	2018
C-451	Qualifications Statement	2018
C-520	Agreement between Owner and Contractor for Construction Contract (Stipulated Sum)	2018
C-525	Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)	2018

Other documents that provide additional information or guidance for the use of this document include the following:

EJCDC Doc. No.	Document Title	Edition
C-001	Commentary on the 2018 EJCDC Construction Documents	2018
C-430	Bid Bond (Penal Sum Form)	2018
C-435	Bid Bond (Damages Form)	2018
C-700	Standard General Conditions of the Construction Contract	2018

9.0 ORGANIZATION OF INFORMATION

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

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

10.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. These notes are intended for use by the User in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Bid Form. As a project-specific Bid Form is prepared and made ready for issuance to bidders, all shaded text (Guidance Notes and Notes to Users) should be deleted.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the article, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situation are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used.

11.0 EDITING THIS DOCUMENT

11.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.

- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
- E. Complete tables.
- F. Delete Guidance Notes.

12.0 LICENSE AGREEMENT

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

BID FORM FOR CONSTRUCTION CONTRACT

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 Conditions.

ARTICLE 23—OWNER AND BIDDER

23.01 This Bid is submitted in person to: **Steve Casey, City of Lee’s Summit, Superintendent of Park Planning and Construction II, 220 SE Green Street, Lee’s Summit, MO 640463**

23.02 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 24—ATTACHMENTS TO THIS BID

24.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (EJCDC Section C-430);
- B. Addendum Acknowledgement Page for each Addendum.

ARTICLE 25—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

Lump Sum for Purchase of Assigned Goods	\$[amount entered by drafter of Bid Form]
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Bidder is to include in other Bid item(s) the other costs, if any, associated with accepting such assignment and administering the assigned contract.

25.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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- 2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Bid Alternate 1 - ADD N/S sidewalk along parking lot west edge	\$
Bid Alternate 2 - ADD food truck power pedestals	\$
Bid Alternate 3 - ADD Contractor purchase shade structures	\$

25.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
					\$
					\$
					\$
					\$
					\$
Total of All Unit Price Bid Items					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

25.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 26—TIME OF COMPLETION

- 26.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 26.02 Bidder agrees that the Work will be substantially complete on or before **[Bidder inserts date]**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Bidder inserts date]**.
- 26.03 Bidder agrees that the Work will be substantially complete within **[Bidder inserts number]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run.
- 26.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 27—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

27.01 *Bid Acceptance Period*

- A. 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.

27.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

27.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 28—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

28.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

28.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. 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 collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.:

(if applicable)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.50
Boilermaker	\$39.44*
Bricklayer-Stone Mason	\$62.06
Carpenter	\$64.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.02
Plasterer	
Communication Technician	\$62.38
Electrician (Inside Wireman)	\$70.32
Electrician Outside Lineman	\$61.40
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$93.11
Glazier	\$59.07
Ironworker	\$70.66
Laborer	\$52.42
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.24
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.25
Plumber	\$78.88
Pipe Fitter	
Roofer	\$60.69
Sheet Metal Worker	\$76.38
Sprinkler Fitter	\$69.92
Truck Driver	\$54.27
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$90.71
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.85
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)
(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full
and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
company in connection with this project together with an accurate record of the number of hours worked by each
worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;
(6) these payroll records are kept and have been provided for inspection to the authorized representative of the
contracting public body and will be available, as often as may be necessary, to such body and the Missouri
Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for
one year following the completion of this company's work on this project; and (8) there has been no exception to the
full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section
_____ issued by the Missouri Division of Labor Standards and applicable to this project located in
_____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that
the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340,
570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Lee's Summit, Missouri Address <i>(principal place of business)</i> : 220 SE Green Street Lee's Summit, Missouri 64063	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: May 9, 2025
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 of 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GUIDELINES FOR USE OF EJCDC® C-451, QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

General Contract Provisions

**GUIDELINES FOR USE OF EJCDC® C-510,
NOTICE OF AWARD**

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Lee's Summit, Missouri	Owner's Project No.:	94932784
Engineer:		Engineer's Project No.:	
Project:			
Contract Name:			
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One electronic copy of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents (except drawings) accompany this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Ensure there is a current Lee's Summit Business License for your company and all subcontractors. Contact the Construction Project Manager for more information about obtaining a business license.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Lee's Summit, Missouri**

By (*signature*): _____

Name (*printed*): Steve Casey

Title: Superintendent of Park Planning and Construction II

Copy: Engineer

**GUIDELINES FOR USE OF EJCDC® C-520,
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Lee's Summit, Missouri** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of 12 regulation pickleball courts, post tension concrete construction, surface coating and markings, perimeter and interior fencing, sports lighting, canopy installation, sidewalks, earthworks, electrical, and water utilities.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Construction of 12 regulation pickleball courts, post tension concrete construction, surface coating and markings, perimeter and interior fencing, sports lighting, canopy installation, sidewalks, earthworks, electrical, and water utilities.

ARTICLE 3—ENGINEER

Guidance Notes—If an entity or individual other than the design engineer will serve as Owner's representative during construction, then make appropriate revisions and additions to this Agreement, the General Conditions, the Supplementary Conditions, and other Contract Documents regarding the construction-phase roles and duties of the design engineer and such other entity or individual. Such revisions may include using a designation other than "Engineer" for the representative named in Paragraph 3.01 below, and expressly naming the design firm (for example, "ABC Engineering, Inc.") instead of referring to "Engineer" in Paragraph 3.02.

- 3.01 The Owner has retained **Olsson** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract, except as described in Paragraph 3.03 of this Agreement.
- 3.02 The part of the Project that pertains to the Work has been designed by **[insert “Engineer” if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].**
- 3.03 The Owner shall be responsible for handling the following matters notwithstanding the fact that certain portions of the Contract Documents may list the Engineer as having responsibility for said matters:
- A. Furnish a Resident Project Representative;
 - B. Change of Working Hours;
 - C. Make Determinations for Unit Price Work (determine quantities and classifications);
 - D. Field orders, Work Change Directives, Change Orders;
 - E. Progress Payments;
 - F. Monitor Contractor’s schedule, progress, schedule and conduct progress meetings;
 - G. Receive in writing questions from the Contractor regarding all matters concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents;
 - H. The Owner will be the initial interpreter of the requirements of the Contract Documents;
 - I. The Owner will render decision regarding the requirements of the Contract Documents;
 - J. The Owner will judge of the acceptability of the Work; and
 - K. Coordinate construction services provided by the Engineer as needed.

In the event that portions of the Contract Documents indicate that the Engineer is to handle, provide input, or receive notices or filings with regard to any of the above referenced matters, this Article 3 shall prevail.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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.

Notes to User

Select one of the two Contract Times paragraphs (either Paragraph 4.02 or Paragraph 4.03), and delete the other. The first option, Paragraph 4.02, uses dates for the time of completion; Paragraph 4.03 uses

number of days. (References in these Notes will be to paragraph numbers as published—the final numbering will change as paragraphs, such as either 4.02 or 4.03, are deleted during the finalization process.)

1. Paragraph 4.04, which establishes binding intermediate Milestones, may be used with either Paragraph 4.02 or Paragraph 4.03; or Paragraph 4.04 may be deleted if the Contract does not impose Milestone requirements.
2. In the common case in which Owner elects to predetermine fixed dates or a fixed number of days for completion of the Work, such dates or number of days should be inserted in the selected Contract Times paragraph (either Paragraph 4.02 or Paragraph 4.03) below prior to the bidding or other contractor selection process. If the time for completion will be determined through negotiation or a bidding process that allows bidders to specify the time for completion (for example, a price-plus-time—A + B—award process), then leave the blanks below open until the Contract is finalized (typically after the Successful Bidder has been determined and its proposed completion time accepted).
3. If the Work is divided into individual sections that have differing completion dates (or number of days for completion), then the selected Contract Times paragraph (either Paragraph 4.02 or Paragraph 4.03) below should be expanded to specify the completion dates (or number of days) for each section. Such completion dates may be categorized as Milestones under Paragraph 4.04.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **September 5, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 5, 2025**.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion**.

Notes to User

1. “Milestone” in Paragraph 4.04 is a defined term.
2. For each Milestone, indicate the event that must be attained, such as “Substantial Completion of Lift Station 1” and the date or number of days from commencement by which the event must be attained.
3. In Paragraph 4.04 use a specific date for attainment of the Milestone if Paragraph 4.02 above (Contract Times: Date) has been selected; use the number of days from commencement of Contract Times for the Milestone if Paragraph 4.03 (Contract Times: Days) has been selected.
4. If the Contract does not include Milestones, delete Paragraph 4.04.

4.03 *Milestones*

- A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.
- B. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days]
2. Milestone 2 [event & date/days]
3. Milestone 3 [event & date/days]

Guidance Notes—Liquidated Damages

1. Liquidated damages are commonly used to address unexcused late completion of the Work. The topic is discussed in the Commentary. Delete Paragraph 4.05, Liquidated Damages, if such damages will not be established in the specific Contract.
2. At Substantial Completion, the Owner is able to use the Work for its intended purpose, by definition. See General Conditions, Paragraph 1.01.A. Achieving Substantial Completion is typically a critical deadline, and the associated damages for missing this deadline are typically significant. Paragraph 4.05.A.1 is the location for stating a liquidated amount for such damages, usually on a per-day basis.
3. The subsequent failure to complete the punch list tasks and bring the Work to a complete close by the final completion date may also result in some degree of damages to Owner—though typically these damages are significantly less than the daily damages for not achieving Substantial Completion on time. Some users may choose to establish liquidated damages only for the failure to achieve Substantial Completion. If that is the case, delete Paragraph 4.05.A.2 below.
4. If failure to achieve a Milestone on time is of such consequence that the assessment of liquidated damages is warranted for the failure to reach the Milestone on time, then retain and complete Paragraph 4.05.A.3; if not, delete it. Add additional similar paragraphs for any additional Milestones subject to a liquidated damages assessment. Liquidated damages for Milestones might, in some cases, be additive to liquidated damages for failing to timely attain Substantial Completion; if so Paragraphs 4.05.A.3 and 4.05.A.4 should be revised accordingly.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*:

- a. Contractor shall pay Owner **\$(number)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.A, or until the time specified for the Work to be completed and ready for final payment, at which time the rate indicated in Paragraph 4.04.A.2 will apply, rather than this Milestone rate.
 - b. Contractor shall pay Owner **\$(number)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone reflected in Paragraph 4.03.B, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than this Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

Notes to Users—If early completion would be a benefit to Owner, then consider retaining and completing the bonus clause below as Paragraph 4.05.C. The daily bonus for early completion need not be exactly the same as the daily post-Substantial Completion liquidated damages amounts, but presumably the two amounts will be reasonably compatible. If no bonus will be offered, then delete 4.05.C.

- C. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **\$(number)** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete as determined by the Director of Public Works. The maximum value of the bonus will be limited to **\$(number)**.

Guidance Notes—Special Damages

If liquidated damages are used to address late completion by Contractor, EJCDC recommends developing daily liquidated damages amounts that comprehensively account for the full range of Owner's damages, including but not limited to loss of beneficial use; extended financing expenses; costs of additional engineering, construction observation, inspection, and administrative services; and potential fines or penalties. This comprehensive approach is well established and generally enforceable. If the recommended and conventional path is followed, and a comprehensive daily liquidated damages amount has been established in Paragraph 4.05 above, then delete the clause that follows, Paragraph 4.06, Special Damages, and rely solely on Paragraph 4.05, Liquidated Damages, to cover the full scope of damage done by late Contractor completion.

1. Some Owners prefer to charge a Contractor that has not completed the Work on schedule for Owner's additional hard-dollar costs in specified categories, such as regulatory fines and penalties, or extended engineering, construction observation, inspection, and administrative services; these charges (referred to here as "special damages") are levied on top of the daily liquidated damages amount. Those users that choose the "liquidated damages plus specified actual hard dollar costs" (special

damages) approach may use the following Paragraph 4.06, Special Damages, revised as needed to reflect the intended scope of the special damages, together with the liquidated damages provisions in Paragraph 4.05, Liquidated Damages, above. It is very important if this approach is followed to be certain that the liquidated damages amount does not already include or rely in part on the potential for incurring these very same special damages costs.

2. Finally, note that Paragraph 4.06.B below does not refer to fines or penalties imposed by third parties. In the typical case, such fines and penalties are linked to Substantial Completion, and are not applicable to delays in final completion of the Work.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

Guidance Notes—Contract Price

1. Depending upon the particular Contract's pricing structure, use Paragraph 5.01.A alone (lump sum with no Unit Price Work items); Paragraphs 5.01.A, 5.01.B, and 5.01.C together (lump sum plus Unit Price items); Paragraph 5.01.B alone (Unit Prices for all Work); or Paragraph 5.01.D alone (price based on contents of incorporated Contractor's Bid), and delete those not used and renumber accordingly. If Paragraph 5.01.D is used, Contractor's Bid is attached as an exhibit and listed as a Contract Document in Article 7 below.
2. With respect to Paragraph 5.01.B concerning Unit Prices, if adjustment prices for variations from stipulated Base Bid or other baseline quantities have been agreed to, insert appropriate provisions.
3. Performance Requirements and Damages. In some cases, the construction contract will contain performance requirements that must be met by the equipment, systems, or facilities constructed or furnished by Contractor. Performance provisions most commonly will be located in the Specifications. On some projects the Owner and Contractor may contractually stipulate specific damages for failure to meet the performance requirements. It may be useful to provide a cross-reference to such provisions here in Article 5 of the Agreement (as a new Paragraph 5.02), or in some cases to expressly state the stipulated damages amounts here because of their importance to the pricing of the Contract, which is one of the primary subjects of the Agreement.

In addition to, or as an alternative to imposition of stipulated damages to compensate Owner for not receiving its full contractual performance entitlement, the performance provisions in the Specifications may identify other Owner remedies for Contractor's failure to meet the performance requirements, such as rejection of the items in question; correction remedies; exercise of warranty rights; recovery of actual damages; and acceptance of the underperforming items coupled with a reduction in Contract Price.

Typical damages for underperformance might be for reduced production or treatment, or for the costs of increased electricity or chemical consumption over the life of the equipment. It is important when drafting damages provisions to clarify whether the availability of underperformance damages is meant to close off other potential remedies that will be owed in the event of specific levels of underperformance.

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment ~~monthly on or about the [ordinal number, such as 5th] day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Guidance Notes—Retainage

1. In Paragraph 6.02.A.1.a, the percentage stated should be that percentage to be paid to Contractor. Thus, if retainage is 10%, indicate "90" in Paragraph 6.02.A.1.a.
2. Paragraph 6.02.A.1.a(1) provides that after the Work is 50% complete (based on value of Work completed), Owner will no longer take retainage from progress payments, if performance of the Work has been satisfactory. This practice rewards and incentivizes good work and compliance with the schedule. If Owner is not able or willing to offer this incentive, delete Paragraph 6.02.A.1.a(1).
3. Although Paragraph 6.02.A.1.a(1), if utilized, provides for retainage to be reduced after 50% of the Work is complete, the standard provisions in Paragraph 6.02 do not provide for an early return of retainage—Contractor's first opportunity to receive retained funds occurs at Substantial Completion (see Paragraph 6.02.B). If a specific project involves partial utilization of a portion of the Work or other special factors, the user may wish to include a supplemental provision that allows for a partial early return of retainage, under specified conditions.
4. As an alternative to retainage, some Owners allow the Contractor to receive 100% of each progress payment, provided that the Contractor has provided an irrevocable letter of credit or similar instrument that allows the Owner access to the Contractor's funds under prescribed conditions. Any such alternative mechanism requires custom drafting and participation of legal counsel.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **[number]** percent of the value of the Work completed (with the balance being retainage).
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work~~

remain satisfactory to Owner and Engineer, there will be no additional retainage;
and

- b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Notes to Users—Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively, subject to Laws and Regulations specific to the Project.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 8.960, of [number] percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

Notes to Users—If any of the items listed below are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).

Notes to Users—Use either Paragraph 6 or 7, delete the paragraph not used.

6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
7. Drawings listed on the attached sheet index.

Notes to Users—In the following paragraph list the numbers and dates of those Addenda that modified the Contract Documents; do not list Addenda that only affected the Bidding Requirements, and therefore should not be Contract Documents. See EJCDC® C-001 Commentary on the 2018 EJCDC Construction Documents (2018).

8. Addenda (numbers **[number]** to **[number]**, inclusive).

Guidance Notes—Exhibits that are Contract Documents

1. In the following paragraph list exhibits (if any) to the Agreement that merit the status of Contract Documents.
2. As noted in the introduction to this Agreement, **in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents.** Include Contractor’s Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.
3. List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.
4. If Contractor is required in this Contract to accept assignment of a procurement contract, previously entered into by Owner (as “Buyer”) with a manufacturer or distributor (as “Seller”) for the direct purchase of goods (most commonly equipment) and related special services, include the procurement contract as a Contract Document by listing it as a lettered item under Paragraph 7.01.A.9—“Assigned Procurement Contract between Owner (Buyer) and Seller, dated [date].” The contractual wording governing the assignment of a procurement contract should be located in the Supplementary Conditions; see Supplementary Conditions, Paragraph SC-18.08.B. For additional information on assigning a procurement contract, refer to EJCDC® P-001, Commentary on the EJCDC Procurement Documents.
5. If a Geotechnical Baseline Report or a Geotechnical Data Report is used, include these reports as Contract Documents by listing them as lettered items under Paragraph 7.01.A.9. For a further discussion of GBRs and GDRs see EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

Notes to Users—Modify the following representations to suit the specific Project. For example: change or delete Paragraph 8.01.A.2 if Contractor was restricted from visiting the Site prior to entering into the Contract; change or delete Paragraph 8.01.A.4 and 5 if there are no reports or drawings of the type referred to.

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published

by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Guidance Notes—Signing and Dating Agreement:

1. See Article 20 of the Instructions to Bidders and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610, Performance Bond (2018) or other) and construction payment bond (EJCDC® C-615, Payment Bond (2018) or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of 12 regulation pickleball courts, post tension concrete construction, surface coating and markings, perimeter and interior fencing, sports lighting, canopy installation, sidewalks, earthworks, electrical, and water utilities. Project is located at 3801 SW Longview Rd, Lee's Summit, MO 64081

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Construction of 12 regulation pickleball courts, post tension concrete construction, surface coating and markings, perimeter and interior fencing, sports lighting, canopy installation, sidewalks, earthworks, electrical, and water utilities. Project is located at 3801 SW Longview Rd, Lee's Summit, MO 64081

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Olsson** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract, except as described in Paragraph 3.03 of this Agreement.

3.02 The part of the Project that pertains to the Work has been designed by **Olsson Studios, 1814 Main Street, Kansas City Missouri.**

3.03 The Owner shall be responsible for handling the following matters notwithstanding the fact that certain portions of the Contract Documents may list the Engineer as having responsibility for said matters:

- A. Furnish a Resident Project Representative;
- B. Change of Working Hours;
- C. Make Determinations for Unit Price Work (determine quantities and classifications);
- D. Field orders, Work Change Directives, Change Orders;
- E. Progress Payments;

- F. Monitor Contractor's schedule, progress, schedule and conduct progress meetings;
- G. Receive in writing questions from the Contractor regarding all matters concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents;
- H. The Owner will be the initial interpreter of the requirements of the Contract Documents;
- I. The Owner will render decision regarding the requirements of the Contract Documents;
- J. The Owner will judge of the acceptability of the Work; and
- K. Coordinate construction services provided by the Engineer as needed.

In the event that portions of the Contract Documents indicate that the Engineer is to handle, provide input, or receive notices or filings with regard to any of the above referenced matters, this Article 3 shall prevail.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion.**

4.03 *Milestones*

- A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 15 days after Substantial Completion.

4.04 ~~Liquidated Damages~~

- ~~A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):~~

- ~~1. **Substantial Completion:** Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.~~

~~2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.~~

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$[number TBD].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount \$[number TBD].

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **[95%** percent of the value of the Work completed (with the balance being retainage).
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. **[100%]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 8.960. ~~of [number] percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: **Longview Pickleball Complex**.
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers [TBD] to [TBD], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - . [N/A]
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[effective date TBD]** (which is the Effective Date of the Contract).

1.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

APPROVED AS TO FORM:

NOTICE TO PROCEED

Owner:	City of Lee's Summit, Missouri	Owner's Project No.:	94932784
Engineer:	Olsson	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	Longview Pickleball Complex		
Contract Name:	Longview Pickleball Complex, Project No. 94932784		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **June 4, 2025** pursuant to Paragraph 4.01 of the General Conditions and as amended in Supplementary Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **September 5, 2025** and the date by which readiness for final payment must be achieved is **December 5, 2025**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Lee's Summit, Missouri

By (*signature*): _____

Name (*printed*): Steve Casey

Title: Superintendent of Park Planning

Date Issued: _____

Copy: Engineer

GUIDELINES FOR USE OF EJCDC® C-610, PERFORMANCE BOND

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: City of Lee's Summit, Missouri</p> <p>Mailing address <i>(principal place of business)</i>: 220 SE Green Street Lee's Summit, Missouri 64063</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

14. Definitions

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

GUIDELINES FOR USE OF EJCDC® C-615, PAYMENT BOND

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: City of Lee's Summit, Missouri</p> <p>Mailing address <i>(principal place of business)</i>: 220 SE Green Street Lee's Summit, MO 64063</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

**GUIDELINES FOR USE OF EJCDC® C-625,
CERTIFICATE OF SUBSTANTIAL COMPLETION**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

**GUIDELINES FOR USE OF EJCDC® C-626,
NOTICE OF ACCEPTABILITY OF WORK**

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Lee's Summit, MO	Owner's Project No.:	94932784
Engineer:	Olsson	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

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

2.0 OTHER DOCUMENTS

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

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

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

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

3.0 ORGANIZATION OF INFORMATION

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

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

4.0 EDITING THIS DOCUMENT

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

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

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

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

5.0 LICENSE AGREEMENT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters.....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse.....	9
3.01 Intent.....	9
3.02 Reference Standards.....	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed.....	11
4.02 Starting the Work.....	11
4.03 Reference Points	12
4.04 Progress Schedule.....	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities.....	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		21
6.01	Performance, Payment, and Other Bonds.....	21
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance.....	27
6.05	Property Losses; Subrogation	28
6.06	Receipt and Application of Property Insurance Proceeds	29
Article 7—Contractor’s Responsibilities		30
7.01	Contractor’s Means and Methods of Construction	30
7.02	Supervision and Superintendence	30
7.03	Labor; Working Hours	30
7.04	Services, Materials, and Equipment	31
7.05	“Or Equals”.....	31
7.06	Substitutes	32
7.07	Concerning Subcontractors and Suppliers.....	34
7.08	Patent Fees and Royalties.....	35
7.09	Permits	35
7.10	Taxes	36
7.11	Laws and Regulations.....	36
7.12	Record Documents.....	36
7.13	Safety and Protection	36
7.14	Hazard Communication Programs	38
7.15	Emergencies.....	38
7.16	Submittals	38
7.17	Contractor’s General Warranty and Guarantee	41
7.18	Indemnification	42
7.19	Delegation of Professional Design Services	42
Article 8—Other Work at the Site.....		43
8.01	Other Work	43
8.02	Coordination	44
8.03	Legal Relationships.....	44

Article 9—Owner’s Responsibilities	45
9.01 Communications to Contractor	45
9.02 Replacement of Engineer	45
9.03 Furnish Data	45
9.04 Pay When Due.....	45
9.05 Lands and Easements; Reports, Tests, and Drawings.....	45
9.06 Insurance.....	46
9.07 Change Orders	46
9.08 Inspections, Tests, and Approvals.....	46
9.09 Limitations on Owner’s Responsibilities	46
9.10 Undisclosed Hazardous Environmental Condition.....	46
9.11 Evidence of Financial Arrangements.....	46
9.12 Safety Programs	46
Article 10—Engineer’s Status During Construction	46
10.01 Owner’s Representative.....	46
10.02 Visits to Site.....	47
10.03 Resident Project Representative.....	47
10.04 Engineer’s Authority	47
10.05 Determinations for Unit Price Work	47
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	48
10.07 Limitations on Engineer’s Authority and Responsibilities	48
10.08 Compliance with Safety Program.....	48
Article 11—Changes to the Contract	48
11.01 Amending and Supplementing the Contract	48
11.02 Change Orders	49
11.03 Work Change Directives.....	49
11.04 Field Orders.....	50
11.05 Owner-Authorized Changes in the Work	50
11.06 Unauthorized Changes in the Work.....	50
11.07 Change of Contract Price	50
11.08 Change of Contract Times.....	51
11.09 Change Proposals.....	52
11.10 Notification to Surety.....	53

Article 12—Claims.....	53
12.01 Claims.....	53
Article 13—Cost of the Work; Allowances; Unit Price Work	54
13.01 Cost of the Work	54
13.02 Allowances	58
13.03 Unit Price Work.....	58
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	59
14.01 Access to Work.....	59
14.02 Tests, Inspections, and Approvals.....	59
14.03 Defective Work	60
14.04 Acceptance of Defective Work.....	61
14.05 Uncovering Work	61
14.06 Owner May Stop the Work	61
14.07 Owner May Correct Defective Work.....	62
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	62
15.01 Progress Payments.....	62
15.02 Contractor’s Warranty of Title	66
15.03 Substantial Completion.....	66
15.04 Partial Use or Occupancy	67
15.05 Final Inspection	67
15.06 Final Payment.....	67
15.07 Waiver of Claims	69
15.08 Correction Period	69
Article 16—Suspension of Work and Termination	70
16.01 Owner May Suspend Work	70
16.02 Owner May Terminate for Cause.....	70
16.03 Owner May Terminate for Convenience.....	71
16.04 Contractor May Stop Work or Terminate	71
Article 17—Final Resolution of Disputes	72
17.01 Methods and Procedures.....	72
Article 18—Miscellaneous	72
18.01 Giving Notice	72
18.02 Computation of Times.....	73

18.03 Cumulative Remedies 73
18.04 Limitation of Damages 73
18.05 No Waiver 73
18.06 Survival of Obligations 73
18.07 Controlling Law 73
18.08 Assignment of Contract..... 73
18.09 Successors and Assigns 74
18.10 Headings..... 74

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—**PRELIMINARY MATTERS**

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

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

~~C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule (per Section 01110) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

possible within 30 days after such matters arise. Engineer Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

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

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- ~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

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

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations. Refer to Section 01145 for additional applicable information.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents. Refer to Section 01145 for additional applicable information.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 **Subsurface and Physical Conditions**

A. *Reports and Drawings:* The Supplementary Conditions identify reports and drawings that Engineer used in preparing the Bidding Documents:

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

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

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

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

E. *Possible Price and Times Adjustments*

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

5.05 *Underground Facilities*

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

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

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify, if any, reports or drawings that Engineer has used in preparing the Bidding Documents:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

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

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.



ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract or otherwise required by Laws or Regulations. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. All sureties shall (a) hold a current Certificate of Authority as an Acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570) and (b) unless otherwise authorized by the Owner in writing, have at least an A.M. Best Company’s rating of A and VII or better financial size category per the current A.M. Best Company ratings.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the ~~state or jurisdiction in which the Project is located~~ State of Missouri, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall (i) promptly notify Owner and Engineer in writing and (ii) shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. ~~Owner and~~ Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by ~~Owner or~~ Contractor shall be obtained from insurance companies that are duly licensed or authorized in the ~~state or jurisdiction in which the Project is located~~ State of Missouri to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet

the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- F. Failure of Owner ~~or Contractor~~ to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner ~~or Contractor~~ to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. ~~In addition to the liability insurance required to be provided by Contractor,~~ The Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- J. If Contractor has failed to obtain and maintain required insurance, Contractor shall be in material breach and Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if ~~a party~~ Contractor has failed to obtain required insurance, the ~~other party~~ Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect such ~~other party's~~ Owner's interests at the expense of the ~~party who was required to provide such coverage~~ Contractor, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary. Owner reserves the right to review any and all of the insurance policies and/or endorsements cited in a Contract, but has no obligation to do so.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise. Nothing contained in these insurance requirements shall be construed to waive Owner's sovereign or any other immunity or defense available to Owner, its officers, employees, agents, or elected officials.
- N. All the policies of insurance required to be purchased and maintained by Contractor under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, ~~until~~ without at least ~~10~~ thirty (30) days prior written notice has been given to the ~~purchasing policyholder~~ Contractor. Within three (3) days of receipt of any such written notice, the ~~purchasing policyholder~~ Contractor shall provide a copy of the notice to Owner, each other insured, and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, Business Automobile Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until one year after the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
6. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of a Contract, Owner, its agents, representatives, officers, directors, officials, and employees as Additional Named Insureds.
7. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of a Contract are satisfactorily performed, completed and formally accepted by Owner.
8. Primary Insurance. Contractor's insurance shall be, or endorsed to be, primary, non-contributory insurance with respect to performance of a Contract and in the protection of Owner as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13 and include coverage for both ongoing and completed operations.
9. Waiver. To the fullest extent permitted by law, all policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Owner, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. If necessary, Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
10. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Owner. Contractor shall be solely responsible for any such deductible or self- insured retention amount.
11. Use of Subcontractors. If any work under a Contract is subcontracted in any way, Contractor shall execute a written agreement(s) with its subcontractors containing the indemnification provisions and insurance requirements set forth herein protecting Owner and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
12. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with a Contract promptly notify Owner, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify Owner of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of a Contract. If Owner subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, Contractor shall, upon notice from Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to Owner.
13. Evidence of Insurance. Prior to commencing any work or services under a Contract, Contractor will provide Owner with suitable evidence of insurance in the form of

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certificates of insurance and, if requested by Owner, a copy of the declaration page(s) of the insurance policies as required by these requirements, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. Owner shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

If any of the policies required by these requirements expire during the life of the Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to Owner 30 days prior to the expiration date. All certificates of insurance and declarations shall be identified by referencing the Contract; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Contract, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(a) Owner, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(1) Commercial General Liability – Under both Insurance Services Office, Inc., ("ISO") Forms CG 20 10 03 97 and CG 20 37 10 01 or their equivalents,

(2) Auto Liability – Under ISO Form CA 20 48 or equivalent,

(3) Excess Liability – Follow Form to underlying insurance; and

(b) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Contract; and

(c) a clear statement that all policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under the Contract.

(d) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name Owner as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit

Attn: City Engineer

220 S.E. Green Street

Lee's Summit, MO 64063 -2358

C. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with unimpaired limits at least as high as those set forth in the

Supplementary Conditions. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. . Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Owner, its agents, representatives, officers, officials and employees shall be cited and endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. The policy shall apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

D. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with limits at least as high as those set forth in the Supplementary Conditions, and cover Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under the Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of the Contract, Owner, its agents, representatives, officers, directors, officials and employees shall be cited and endorse as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

~~C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:~~

- ~~1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;~~
- ~~2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;~~
- ~~3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);~~
- ~~4. not seek contribution from insurance maintained by the additional insured; and~~
- ~~5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.~~

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

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

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. ~~Owner and Contractor waives all rights against each other~~ the Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by ~~such policies and any other~~ property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and

subcontractors of each and any of them, under such policies for losses and damages so caused.

~~2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~

~~B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, ~~Contractor~~, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

~~A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.~~

~~B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance~~

~~required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.~~

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

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

7.02 Supervision and Superintendence

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

7.03 Labor; Working Hours

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents. Refer to Sections 01210, 01215, 01220, and 01225 for additional applicable information.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents. Refer to Section 01205 for additional applicable information.

7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

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

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

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

- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier. The furnishing of such information shall not create a contractual or other legal relationship between any such Subcontractor or Supplier and Owner or Engineer.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly agreed to by the Owner and Contractor.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Refer to Section 01010 for additional applicable information.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued. Refer to Section 01135 for additional applicable information.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit ~~the number of copies required in the Specifications~~ **in accordance with the requirements of Section 01115.**
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. **Engineer will provide timely review of Shop Drawings and Samples** in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. **Engineer will provide timely review of all such Submittals** in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

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

assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

to the professional standard of care and the performance and design criteria stated in the Contract Documents.

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

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

unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions Section 01105 or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions Section 01105, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

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

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

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

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal in writing to Engineer and Owner within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

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

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

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

be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

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

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05. Refer to Sections 01305 and 01306 for additional applicable information.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

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

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ~~Engineer~~ Owner. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall review then approve or reject the Applications for Payment as directed in Section 1121. ~~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~~ Contractor shall provide such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's

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

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment. This affidavit statement is included on the Owner's Pay Application form. By signing and submitting the Pay Application, the Contractor acknowledges a written waiver of claims for such previously received progress payments. The waiver of claims shall be binding upon contractor, and all subcontractors and suppliers on the Project.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. ~~Engineer~~ Contractor will, within 10 days after receipt of each Application for Payment, including each resubmittal, either approve or reject the Application for Payment per the directions in Section 1121. 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 of a rejection, Contractor Owner may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 - 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 - 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 - 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
 - 1. Fifteen (15) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
 - 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace

- injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.
 4. The Contractor shall request partial progress payments by submitting a signed "Contractor's Application for Payment" form, EJCDC Form No. C-620. The phrase "receipt of Application for Payment" shall be defined as receiving the signed originals, and all of the necessary attachments. Pay requests that are incomplete forms or missing attachments will be returned to the Contractor without payment. Incomplete pay requests will not be subject to the 10-day review period described in 15.01.D. Refer to Division 1, Section 01121 for additional applicable information.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases ~~or~~ and waivers (satisfactory to Owner) of all claims, Lien rights arising out of the Work, and of Liens filed in connection with the Work, and all claims by third parties.
 3. ~~In lieu of~~ in addition to the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor ~~may~~ shall furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

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

Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner, or under an order of court or other public authority, or (2)

Engineer or Owner fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. ~~This Contract is to be governed by the law of the state in which the Project is located.~~ This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated in Jackson County, Missouri.

18.08 *Assignment of Contract*

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

assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

GUIDELINES FOR USE OF EJCDC® C-800, SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

1.1 *General*

The Engineers Joint Contract Documents Committee® (EJCDC®) has prepared and publishes standard contract forms for construction contracts, as well as bidding-related documents. The principal forms are listed in Table 1. EJCDC has also prepared other documents that may be useful in preparing construction contract documents. Some of the principal ones are listed in Table 2. For the most recent editions of these forms, guides, and other documents, please refer to EJCDC's website at www.ejcdc.org.

Table 1—Principal EJCDC Standard Forms for Construction Contracts

Name	Number	Short Title/Abbreviation
Instructions to Bidders for Construction Contract	C-200	Instructions/I
Bid Form for Construction Contract	C-410	Bid Form/BF
Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	C-520	Stipulated Price Agreement/A
Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)	C-525	Cost-Plus Agreement/A
Standard General Conditions of the Construction Contract	C-700	General Conditions/GC
Supplementary Conditions of the Construction Contract	C-800	Supplementary Conditions/SC

Table 2—Principal EJCDC Documents Relating to Preparation of Construction Documents

Name	Number	Short Title
Commentary on the 2018 EJCDC Construction Documents	C-001	Commentary
Uniform Location of Subject Matter	N-122	Locator Guide
Bidding Procedures and Construction Contract Documents	C-050	Bidding Procedures
Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance	C-051	Engineer's Letter to Owner Concerning Bonds and Insurance
Owner's Instructions to Engineer Concerning Bonds and Insurance	C-052	Owner's Instructions Concerning Bonds and Insurance

1.2 *Mandatory Supplementary Conditions*

- A. Several provisions of the General Conditions expressly indicate that essential Project-specific information will be set out in a corresponding Supplementary Condition. For example, Paragraph 6.03.A of the General Conditions indicates that the specific requirements for insurance to be carried by Contractor will be stated in the Supplementary Conditions. Every EJCDC based construction contract should include, at a minimum, the following Supplementary Conditions, edited for the specific project:

1. Paragraph SC-5.03, concerning reports and drawings of conditions at the Site that contain Technical Data on whose accuracy the Contractor may rely;
 2. Paragraph SC-5.06, disclosing reports and drawings regarding Hazardous Environmental Conditions at the Site, and identifying any Technical Data in those reports and drawings on whose accuracy the Contractor may rely;
 3. Paragraph SC-6.03, identifying specific insurance coverage requirements; and
 4. One of the two alternatives presented in SC-10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).
- B. Other suggested Supplementary Conditions are mandatory under specific circumstances: for example, on projects in which the Contractor will be responsible for compliance with Owner's safety program, SC-7.13 would be mandatory.
- C. In describing a Supplementary Condition as “mandatory” EJCDC is indicating that it is essential to furnish the information that is the subject of the Supplementary Condition; however, the drafter is not restricted from modifying the wording and content of the proposed Supplementary Condition as needed.

1.3 *Relationship of Supplementary Conditions to Other Contract Documents*

Supplementary Conditions are modifications to the General Conditions—additions, deletions, changes. This is as the term is defined by EJCDC and the Construction Specification Institute (CSI). Other organizations use their supplementary conditions to modify a broader range of contract documents, such as agreement forms and standard specifications.

This Guide and the other Construction-related documents prepared and issued by EJCDC assume use of the CSI MasterFormat™ concept, which provides an organizational format for location of all documentary information for a construction project: Bidding Requirements, contract forms (Agreement, Bonds, and certificates), General Conditions, Supplementary Conditions, and Specifications. Under the CSI MasterFormat™, the last grouping, Specifications, is divided into 49 Divisions, the first of which, Division 01, is entitled “General Requirements.”

The standard fundamental provisions affecting the rights and duties of the parties appear in the General Conditions. Language to modify the fundamental relationships between the parties, supplement the framework set forth in the General Conditions, or change the language of the General Conditions, should appear in the Supplementary Conditions. Examples of this are a change in Contractor’s Site responsibilities, and a supplemental clause specifying the details of insurance coverages and limits for the Project.

Price terms, monetary terms such as liquidated damages clauses, and completion dates should all be set forth in the Agreement (C-520—Stipulated Sum, or C-525—Cost-Plus-Fee), and should not be included in the Supplementary Conditions.

1.4 *Arrangement of Subject Matter*

This Supplementary Conditions document is arranged in the same order as the 2018 edition of the General Conditions, and the proposed Supplementary Conditions Paragraphs bear comparable addresses to those of the General Conditions. A discussion of the purpose and function of these suggested Supplementary Conditions is included in EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

1.5 *Use of this Document*

The text in this document is suggested contract language for some commonly used Supplementary Conditions. Most of the suggested Supplementary Conditions are accompanied by Guidance Notes that discuss the purpose or usage of the Supplementary Condition. These Guidance Notes are often just the first step in determining whether to use the Supplementary Condition, and if so whether revisions are needed to suit the specific project. The drafter should bear in mind that most contractual provisions have important legal consequences. Consultation with legal counsel before finalization of any amendment or supplement is recommended.

There may be notes, prompts, or “fill in the blanks” within the text of a suggested Supplementary Condition. These should be read and followed, then removed when the document is finalized. See Paragraph 4.0, Finalizing a Specific Project’s Supplementary Conditions, below.

Many sets of supplementary conditions examined by EJCDC contain typical or “boilerplate” provisions that have accumulated like moss over the years, appear to have no practical significance for the particular project, and may produce unintended and surprising legal consequences. Such provisions are usually there because someone saw similar terms in other contract documents and it “sounded good.” Selecting contract terms in that manner is not recommended. Provisions of the Supplementary Conditions should address a particular point in the General Conditions or cover a particular topic. The Supplementary Conditions should not be a repository for general language of vague meaning for which another location cannot be readily found.

This Supplementary Conditions document assumes a general familiarity with the other Construction Series (C-Series) documents prepared by EJCDC and, when drafting language, specific attention to them is encouraged. Standard documents or prescribed forms issued by governmental bodies and other owners may differ materially from the documents of EJCDC so that careful correlation of any amending or supplementing language is essential. The practice of stating that any provision in one document that is inconsistent with another is superseded, or that one document always takes precedence over another in the event of a conflict in language or requirements, is sometimes necessary, but generally discouraged. The resulting legal consequences of such provisions are frequently difficult to decipher and may be very different from what was anticipated.

The EJCDC General Conditions use carefully chosen language and set forth the basic responsibilities of the parties with respect to fundamental matters and legal consequences. Their provisions should be altered only where mandated by the specific requirements of a given project and the consequences of any modification are thoroughly understood.

Caution should be exercised when making any change in the standard documents. They have been carefully prepared, terms are used uniformly throughout and are consistent with the terms in other EJCDC documents. Their provisions have been carefully integrated, and are dependent on one another. A change in one document may necessitate a change in another, and a change in one paragraph may necessitate a change in other language of the same document. No change should be made until its full effect on the rest of the General Conditions and other Contract Documents has been considered.

Lastly, remember that an engineer is neither qualified nor licensed to give advice to others on the legal consequences of contracts. All of the Contract Documents have important legal consequences. Similarly, many portions of the documents involve insurance, bonding, and other

subjects that are outside the scope of an engineer’s services. Owners are encouraged to seek the advice of an attorney (and risk managers, insurance consultants, and other specialists) before accepting any modification of the published forms, before the documents are sent out for bidding, and most assuredly before signing any agreement.

2.0 STANDARD PREFATORY LANGUAGE AND TRADITIONAL FORMAT FOR SUPPLEMENTARY CONDITIONS

Suggested format and wording conventions for Supplementary Conditions appear below.

2.1 Table of Contents

The inclusion of a table of contents will benefit the user of the Supplementary Conditions, especially if additional articles (beyond the 18 Articles of the General Conditions) are added.

2.2 Pagination

If CSI’s MasterFormat™ is being used for the Contract Documents, consult MasterFormat™ for the appropriate section number and number the pages accordingly.

2.3 Format for Complete Paragraph Change

When completely superseding a paragraph of the General Conditions, the following example language may be used:

“SC-5.09 Delete Paragraph 5.09.B in its entirety and insert the following in its place:

[Text to be inserted]”

2.4 Format for Change within a Paragraph

When changing language within a paragraph of the General Conditions, the following example language may be used:

“SC-6.21 Amend the second sentence of Paragraph 6.21.A **[to read as follows] [by striking out the following words]:**

[Text to be modified]”

2.5 Format for Additional Language

When adding language to an existing paragraph of the General Conditions, the idea may be expressed as in the following example:

“SC-9.03 Add the following language at the end of the second sentence of Paragraph 9.03:

[Text to be added]”

2.6 Format for Additional Paragraph

If it is desired to add a new paragraph to the General Conditions, the thought may be expressed as in the following example:

“SC-8.06 Add the following new paragraph immediately after Paragraph 8.06.B:

C. [Paragraph text to be added]”

3.0 ALTERNATIVE FORMAT FOR SUPPLEMENTARY CONDITIONS

Electronic files are commonly used for transmittal and storage of the text of standard documents. In fact, EJCDC no longer publishes printed documents. Because it is easy to modify documents electronically, it is increasingly common for practitioners to integrate the text of desired Supplementary Conditions into the text of the General Conditions. **Most word processing programs have line-out and underlining features that accurately show deletions, changes, and additions. Users of EJCDC's General Conditions are contractually obligated, through the terms of the purchase of the document, to clearly delineate all changes made to the standard text of the General Conditions** to other parties in interest (for example, if Owner makes changes, Owner should show these changes to prospective bidders). It would be misleading to users (and a violation of the License Agreement) to imply or represent that the General Conditions are EJCDC's General Conditions if changes are not properly and clearly identified during the contract formation process.

4.0 FINALIZING A SPECIFIC PROJECT'S SUPPLEMENTARY CONDITIONS

4.1 Key Steps

- A. Review Paragraphs 1.0, 2.0, and 3.0 above, especially Paragraph 1.5, Use of this Document.
- B. Read the Guidance Notes that accompany the proposed Supplementary Conditions.
- C. Retain those Supplementary Conditions that are applicable to the specific Project; revise the standard wording as needed; supply required information such as insurance policy limits.
- D. Delete all proposed Supplementary Conditions that do not apply to the Project and delete Paragraphs 1.0 through 3.0 and all Guidance Notes.
- E. Add any additional Supplementary Conditions specific to the Project.
- F. Check cross-references back to the General Conditions.
- G. Delete this Paragraph 4.0 after confirming that Paragraphs 1.0, 2.0 and 3.0, all Guidance Notes, and all other notes have been removed.
- H. Remove the cover pages (title pages).
- I. Update or delete the Table of Contents.

4.2 Editing the Supplementary Conditions Text

- A. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete the brackets and change formatting to match surrounding text after the project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- B. Fill in blanks, if any (more commonly information to be inserted by user will be indicated by a prompt in brackets, as described in Paragraph A above, rather than by an underline-style blank).
- C. Some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

D. Fill in all tables.

5.0 ORGANIZATION OF INFORMATION

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

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

6.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide assistance in the preparation of Project-specific documents. These notes are intended for use by the user in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Instructions themselves. As project-specific Instructions to Bidders are prepared and made ready for issuance to bidders, all shaded text (Guidance Notes and Notes to Users) should be deleted.

A Guidance Note provides information regarding the suggested Supplementary Condition that follows, including reasons for the suggested SC, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the text of a suggested Supplementary Condition. When alternate wording is presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete the wording not used.

7.0 LICENSE AGREEMENT

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents: Intent, Requirements, Reuse	8
Article 4— Commencement and Progress of the Work	9
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions.....	11
Article 6— Bonds and Insurance	12
Article 7— Contractor’s Responsibilities	12
Article 8— Other Work at the Site	30
Article 9— Owner’s Responsibilities	32
Article 10— Engineer’s Status During Construction	32
Article 11— Changes to the Contract	37
Article 12— Claims	37
Article 13— Cost of Work; Allowances, Unit Price Work.....	37
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	39
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period	39
Article 16— Suspension of Work and Termination	40
Article 17— Final Resolutions of Disputes	40
Article 18— Miscellaneous	43
Exhibit A— Software Requirements for Electronic Document Exchange.....	1
Exhibit B— Foreseeable Bad Weather Days	1
Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions	1

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Guidance Note—Introductory Statement—The following is a suggestion for use at the beginning of the Supplementary Conditions for a specific project:

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01 Add the following Defined Terms

- SC-D1 *Abnormal Weather Conditions* – Describes any weather condition that deviate more than one standard deviation from the mean. Nowdata for the Kansas City area, available through the National Weather Service, will be used in any claim for Abnormal Weather Conditions. For claims regarding rain events, only rain events exceeding 0.1 inch in a 24 hour period will be considered in any analysis and/or days in which the reported low outdoor air temperature is equal to or less than 20 degrees Fahrenheit.
- SC-D2 *EJCDC C-700 Standard General Conditions* – *The EJCDC Standard General Conditions may be abbreviated to GC-700 or C-700.*
- SC-D3 *Re-start or Startup* – *The terms "re-start" or "startup" means the placement of that component or facility back into service. The sequencing shall provide for periods when new facilities are started up and trial operations completed prior to their commissioning for full-time service.*
- SC-D4 *Shutdown or Shut down* – *The terms "shutdown" or "shut down" means the component or facility in question is not in active service. It is off-line and not performing its intended function. However, it is not necessarily drained, dismantled or unusable.*
- SC-D5 *Subsidiary* – *Subsidiary work is incidental work done in the performance of the items listed in the Agreement. There is no payment for subsidiary work.*

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

Guidance Notes—Furnishing Copies of Insurance Policies— Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance and copies of endorsements. Paragraph 6.02.D states that upon request by Owner or other additional insureds, Contractor must provide evidence of insurance such as copies of required policies, and documentation of applicable self-insured retentions and deductibles, such as a copy of the portion of the insurance policy establishing the retention or deductible

amount. Parallel provisions (GC-2.01.C; GC-6.02.E) apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance and endorsements at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. **If exchange of copies of insurance policies is required, the following should be used:**



2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

Guidance Notes—Furnishing Contract Documents to Contractor—GC-2.02.A indicates that Owner will furnish four printed (hard) copies of the Contract Documents, and one PDF copy.

If Owner is not furnishing PDF or other electronic files of the Contract Documents, then (1) revise GC-2.02.A to indicate that Owner is not providing the PDF files, and (2) include a Supplementary Condition that deletes Paragraph 3.01.C in its entirety (see SC-3.01 below). SC-2.02 below is used to accomplish item (1), and may also be used to change the number of printed copies of the Contract Documents to be provided, if the number is not four.



2.02 Remove Paragraph 2.02.B in its entirety and replace with the following new paragraphs immediately after Paragraph 2.02.A:

- B. Contractor shall not modify, alter or change the electronic format of the Contract Documents and shall not use any portions thereof for any other use whatsoever.
- C. Owner shall maintain and safeguard at least one original printed and one electronic record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Guidance Notes—Conformed Contract Documents—On some projects it may be useful to produce conformed Contract Documents, in which the content of Addenda and negotiated changes are merged into the appropriate Specifications, Drawings, General Conditions, and other Contract Documents. This

may be especially true on private construction projects where the terms and scope are negotiated and modified significantly after the initial release of proposed Contract Documents. Conformed documents may be considerably more convenient to use during the performance of the Work and the administration of the Contract.

EJCDC advises that if conformed documents are to be prepared and made available to Contractor, sufficient time and budget must be allocated to ensure the quality and full coordination of the conformed documents, and Owner and Engineer must recognize that Contractor, Subcontractors, and Suppliers will likely rely on the conformed version of the Contract Documents rather than the source components. If conformed documents are prepared without the level of commitment necessary to allow them to be accorded the full status of “Contract Documents,” and are merely for reference or convenience, they should be accompanied by clear disclaimers of their content and a warning to consult the actual source Contract Documents.

A Supplementary Condition regarding conformed documents is necessary only if the Owner intends to provide the Contractor with conformed documents that will serve as binding Contract Documents. The following may be used for that purpose:



2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor **[number]** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

Guidance Notes—Electronic Documents Protocol (EDP)—GC-2.06.A authorizes the electronic transmittal of Electronic Documents (commencing with the 2018 edition of the C-Series, Electronic Documents is a defined term in the General Conditions), and GC-2.06.B indicates that if the Contract does not establish protocols for such transmittals, then Owner, Engineer, and Contractor will jointly develop such protocols. The following Supplementary Conditions may be used to contractually establish transmittal protocols, eliminating the need for joint development after the Contract is underway.

The Supplementary Conditions establishing the Electronic Documents Protocol (“EDP” or “Protocol”) define the relationships between the parties relative to responsibilities and limitations governing use of Electronic Documents on the Project. The drafter of the Protocol, with assistance of Owner and Engineer, will need to customize for Project-specific management, system, data, and technical needs.

Software and data formats for exchange of Electronic Documents will vary depending on the preferences of the Owner and the needs of the Project. A sample set of basic software and data formats, commonly seen for exchanging information on many horizontal construction projects, has been included in Exhibit A, Software Requirements for Electronic Document Exchange, as a starting point for Project information exchange standards. **[Exhibit A is located at the end of C-800, with other exhibits.]** No representation is made that these standards will be applicable to any particular project, and each user must review and modify Exhibit A as needed.

The Protocol addresses the limited data exchange functions intended by the basic software and data formats described in Exhibit A, but the Protocol does not directly address the exchange of “native” design

files between the parties for more robust uses beyond such data exchange, nor does it address special issues associated with use of “native” design files, not the least of which is suitability for uses not necessarily intended or anticipated by the file author. While nothing precludes the exchange of “native” files under this Protocol, it is up to the Parties to define how such “native” files may be used and modify the Protocol for criteria of use and any limitations to such use.

Many entities have developed their own data organization standards for “native” files, including such criteria as data model element organization, drawing layer conventions, Building Information Modeling (BIM) and Civil Integrated Management Model protocols, Geographic Information System schema, and integrated and cross-referenced data sets. Additionally, several institutions and design/construction industry organizations have developed and published more comprehensive technical criteria, schemas and plans for use as guides to data organization standards.

Here again, where the data standards require a broader and, generally more collaborative, review and definition of the obligations of the parties, it is up to the parties to significantly modify this Protocol considering such matters as: 1) party responsible for managing models or system; 2) maintaining integrity of the models or system; 3) ownership of the model or system; 4) enhanced system infrastructure, software, access and security standards; 5) responsibility and liability of respective parties in the role of adding or using elements of common models; 6) additional protocols for quality control and quality assurance; and many other factors.

Some projects feature a Project Website as a part of the EDP. The EDP below includes a clause that may be used to set standards for such a website:

1. *Project Website Established by Owner:* If Owner, either directly or through the Engineer or a third party, elects to establish and operate a Project Website or other electronic information management system during the Project, with or without the project document archive described in SC-2.06.B.2.e, then include and modify Paragraph SC-2.06.B.2.h as appropriate to set forth any standards applicable to use of the website.
2. *Project Website Established by Contractor:* Under the less common condition in which the operation of the Project Website is delegated by Owner to the Contractor, Paragraph SC-2.06.B.2.h will need to be modified significantly and include the method of compensation, if any, to be paid to Contractor for Project Website services.

To include an Electronic Documents Protocol (EDP), use the following Supplementary Condition:

SC-2.06  Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is  MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended

to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as  "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) The project website, called DocEx, will be active from the Notice of Award date through the issuance of final payment and release of retainage.
 - 2) Google Chrome is the recommend web browser for using DocEx. Software licensing will be obtained by the Owner. Contractor and Engineer will have access to the site by creating individual user accounts with the software as service provider.

- 3) DocEx will be the primary document management tool. Types of documents include submittals, pay applications, change orders, certified payroll forms, and all other documents requested by the Owner. DocEx will be the primary tool for routing submittals, RFIs, or other documents requiring review and approval by the Owner, Engineer, Contractor, or all three.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

Guidance Notes—Requests by Contractor for Electronic Documents in Other Formats: SC-2.06.B and SC-2.06.C above constitute an Electronics Document Protocol for transmittal of Electronic Documents. When the Owner desires to retain the option to allow certain documents to be made available to Contractor in formats other than those described in SC-2.06.C of the Protocol, the Owner should add the following Supplementary Condition and release language:

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D.  *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis

without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
 - e. Release of Electronic Documents by Engineer requires Contractor to execute a media release agreement with the Engineer.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE



changes to Article 3.

Guidance Notes—Furnishing Contract Documents to Contractor—GC-2.02.A indicates that Owner will furnish four printed (hard) copies of the Contract Documents, and one PDF copy. (See Guidance Note for Paragraph 2.02.) GC-3.01.C states that if there is a discrepancy between the electronic version of the Contract Documents and the printed (hard copy) version, then the printed version controls. If Owner is not furnishing PDF or other electronic files of the Contract Documents, then GC-3.01.C becomes superfluous, and the following may be used:



3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

Guidance Notes—Defining Weather-related Delays—GC-4.05 is arguably one of the most important provisions in the General Conditions because it allocates the risk of delays in the Work. Delays may be costly to the Contractor and Owner, and detrimental to the success of the Project. Delays beyond the Contract Times have the potential to result in the imposition of liquidated and special damages included in the Contract. When there is any change in the allocation of risks for delays from what is included in GC-4.05, a corresponding SC-4.05 is required.

Particular attention should be paid to the provisions of GC-4.05.C, which is the Contract's force majeure clause governing allocation of risks for delays that are beyond the control of both the Contractor and the Owner. Because weather-related delays are so common, the drafter of the Supplementary Conditions may want to consider including a more specific provision regarding weather-related delays, particularly in cases where adherence to the Contract Times is extremely important and where the Work will be of such a nature as to be susceptible to weather-related delays. Sample contract language is presented below as SC-4.05.C. As the following commentary indicates, other approaches are possible and should be considered.

The General Conditions indicate at GC-4.05.C.2 that the Contractor will be entitled to an equitable adjustment in Contract Times if the Work is delayed by “abnormal weather conditions.” This standard will be sufficient in most situations, and is applicable to the full range of possible bad weather events. However, the drafter of the specific Contract may wish to define “abnormal weather” by reference to objective, measurable weather factors. To draft a supplemental weather-delay provision that defines abnormal weather, the drafter must consider the threshold level of severity of weather that may affect the progress of the Work—the Contractor must anticipate and cope with the weather up to the defined threshold, and if the threshold is reached or exceeded, the Contractor will be entitled to additional time to complete the Work. One such threshold level of severity could be specified to apply to the entire construction (this is the approach taken in the sample SC-4.05.C), or separate levels could be specified for different elements of the Work. As an example of the second alternative, and while it is acknowledged that the parties may not know specific construction activities at the time the initial Contract Documents are prepared, presumed weather severities could be tailored to the materials or type of construction involved. For example, if the Work involves reinforced concrete, the weather conditions that could delay concrete pouring might not reasonably delay erection of formwork or placement of reinforcing steel. The possibility of lingering effects should be considered when drafting such provisions.

In some localities there may be well established and widely accepted procedures for monitoring and evaluating the weather impacts on a construction project, such as the procedures set forth in municipal or state department of transportation standard specifications. The drafter of the Contract Documents may wish to adopt such procedures if relevant to the specific project, as an alternative to the sample procedures set out in the optional SC-4.05.C.

SC-4.05.C, if adopted, ties the definition of “abnormal weather” to two factors, precipitation and temperature. The drafter must establish a threshold amount of daily precipitation that is tolerable in the specific location—any day that incurs an amount at or above the threshold is a bad weather day. Similarly, the drafter must define acceptable temperature thresholds—dropping below the minimum or rising

above the maximum will result in categorization as a bad weather day. Finally, the drafter must define how many bad weather days in each category (precipitation, excessively cold weather, excessively hot weather) are foreseeable (essentially “normal” or tolerable) in each month. In most locations, the normal expectation for bad weather in a month will vary with the seasons.

Even if the parties anticipate a short project duration, the table (Exhibit B—Foreseeable Bad Weather Days) that is incorporated in SC-4.05.C should encompass the entire calendar year to ensure that, regardless of postponements, suspensions, or delays, the Work as actually performed is contractually covered by SC-4.05.C. **[SC-4.05.C includes and incorporates the table identified as Exhibit B—Foreseeable Bad Weather Days (located with other exhibits at the end of C-800)].**

An important step in drafting a supplemental clause regarding weather delays is establishing the source for actual weather records and site conditions (for lingering effects) and the required content of such records. A variety of sources may be viable options for weather records, but in general it is better when the weather monitoring site is relatively close to the Site. Sources may include the National Weather Service, media outlets that maintain weather-monitoring networks, certain schools and universities, and possibly wastewater conveyance utilities. Before specifying the source of data, verify that the data is available, and the type of data collected.

The text of SC-4.05.C, defining “abnormal weather” based on precipitation and temperature extremes, is indicated below. If the drafter elects to use this optional Supplementary Condition, edit the example language to suit the Project, and provide the weather thresholds required in the text and in the Exhibit B table.

A few specific Guidance points for SC-4.05.C:

1. Edit Paragraphs SC-4.05.C.5.b “1).i)” and “1).ii)”, to suit the Project; the times specified in Paragraph “1).i)” are presumed times for wet weather to render the Site inoperable for the following workday.
2. Based on recorded weather data available from the weather station indicated in Paragraph SC-4.05.C.5.b “2)”, insert in SC-4.05.C.5.b “1).i)” and “1).ii)” the threshold one-day precipitation quantity and the threshold temperatures (minimum and maximum).
3. Insert in the appropriate blanks in Paragraph SC-4.05.C.5.b “2)” below the entity operating and maintaining the weather station, and the location of the weather station; for example, “National Weather Service weather monitoring station at the Buffalo-Niagara International Airport.” For the selected entity and site, verify the data types and frequency available for the particular weather monitoring station.
4. Based on data from the weather monitoring station indicated in Paragraph SC-4.05.C.5.b “2)”, fill in all the cells in the table identified as Exhibit B—Foreseeable Bad Weather Days. Optimally, data indicated should be averaged over a period of not less than five years although other durations may be appropriate. Edit the sample language when other foreseeable weather factors can affect the construction, such as high winds or other factors.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions  as defined in Paragraph 1.01 of the Supplementary Conditions are the basis for a request for an equitable adjustment in the Contract Times, such

request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every calendar day on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent): rain events reported by the National Weather Service (NWS) Nowdata for the Kansas City area exceeding 0.1 inch in a 24 hour period will be considered in any analysis. (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) The reported low outdoor air temperature reported by the NWS Nowdata for the Kansas City area, is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit;
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service (NWS) Nowdata for the Kansas City area.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4)  Each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.”

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that reports and drawings that Engineer used in preparing the Bidding Documents: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Prepared by:



Contractor may examine copies of reports and drawings identified in SC-5.03.E that were not included with the Bidding Documents may request electronic copies from the Owner during regular business hours, or may request copies from the Engineer.

5.06 *Hazardous Environmental Conditions*

Guidance Notes—Reports and Drawings Regarding Hazardous Environmental Conditions—This is a mandatory Supplementary Condition. Paragraph 5.06 of the General Conditions contemplates that Owner will identify all known documents regarding Hazardous Environmental Conditions (HEC) that have been identified at or adjacent to the Site. It also requires the identification of Technical Data (upon whose accuracy Contractor may rely) contained in such documents. Use SC-5.06, presented immediately below, to identify the known HEC documents. Refer to Guidance Note 5 preceding SC-5.03 for examples of completed rows of tables similar to the tables in SC-5.06. Also note that if either a geotechnical report or environmental report has been prepared for the Project, and the Supplementary Conditions neglect to expressly identify reports or drawings or reports’ or drawings’ Technical Data upon whose accuracy Contractor may rely, then the default definition of Technical Data in Paragraph GC-1.01.A.46.b of the General Conditions will apply.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports of explorations and tests related to hazardous environmental conditions at or adjacent to the Site that reports and drawings that Engineer used in preparing the Bidding Documents: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Prepared by:

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

Guidance Notes—Performance and Payment Bonds

1. *Deletion of Performance/Payment Bond Requirement:* Paragraph 6.01.A of the General Conditions requires that Contractor furnish a performance bond and a payment bond. If performance and payment bonds are not required for a specific Contract, include a Supplementary Condition that deletes the GC-6.01.A requirement.
2. *Performance/Payment Bond Forms:* Paragraph 6.01.C requires that all bonds be “in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract...” Some Owners may have in-house bond forms that must be used, or in some instances state or local law may mandate a specific bond form. In all other cases, EJCDC recommends that its standard performance and payment bond forms, EJCDC® C-610, Performance Bond (2018), and EJCDC® C-615, Payment Bond (2018), be included or specified. These bond forms were developed in collaboration by EJCDC with other principal design, construction, and surety organizations, and as a result contain industry-

standard wording, organization, and terminology. (The 2010, 2013, and 2018 editions of these two bonds are essentially identical, and interchangeable.) Most sureties and bond producers have templates of the EJCDC bonds and can issue them readily.

3. If the EJCDC performance and payment bonds are required, EJCDC recommends that prospective Bidders or contractors be given sample copies of the two bond forms (typically as a part of the Bidding Documents), and buttress the requirement with an express Supplementary Condition specifying the use of the standard EJCDC bonds. The Supplementary Condition for that purpose follows.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

Guidance Notes—“Other Bonds,” Warranty Bond

1. Other Bonds

Paragraph 6.01.B states that if Contractor is required to provide a bond other than a performance or payment bond, the requirement will be set forth in the Supplementary Conditions. This statement is not relevant or related to a requirement that a Bidder must furnish a Bid Bond: such a requirement (if any) is part of the bidding process that occurs before entry into the construction contract, and the bid bond requirement would be included in the Instructions to Bidders. See Instructions to Bidders, Article 8. Rather, the reference is to any special purpose bond that is required.

2. Warranty Bond

Perhaps the most common “other” or special purpose bond that might be required is the warranty bond (also called a maintenance bond). A warranty bond provides assurance that Contractor (or if necessary the surety) will meet the contractual correction period obligations during a specified period of time after construction has been completed.

SC-6.01.B.1 presents model wording for requiring that Contractor furnish a warranty bond. EJCDC’s standard form for such a bond is EJCDC® C-612, Warranty Bond (2018); if SC-6.01.B.1 is used, the Warranty Bond form should be provided to bidders or prospective contractors with the Supplementary Conditions (typically as a part of the Bidding Documents).

The C-612 Warranty Bond is intended to be used to provide bonding for a period of time greater than one year after Substantial Completion. EJCDC® C-610, Performance Bond (2018) already obligates the surety with respect to the correction of defective Work (C-610, Paragraph 7.1), and has a duration sufficient to allow bond claims based on defects discovered during the standard one-year correction period (GC-6.01.A; C-610, Paragraph 11); and the purchase price charged for the performance bond is based on that bond remaining in effect during the one-year correction period. Thus, a warranty bond is not needed if the correction period remains the standard one year, and indeed would be redundant with the performance bond if used solely to cover that one-year correction period.

To avoid possible conflicts regarding responsibilities between the surety that issues the performance bond and the surety that issues the warranty bond, EJCDC recommends a requirement that the two bonds be issued by the same surety. See SC-6.01.B.3.

Although in theory a warranty bond could be furnished for a very lengthy duration (four or more years beyond Substantial Completion), such a lengthy bond would probably be commercially difficult to obtain and very expensive. EJCDC recommends an endpoint for the warranty bond of either two years after Substantial Completion (essentially extending the bonded coverage by one additional year) or three years after Substantial Completion (extending the bonded coverage by two additional years). These two recommended options are embedded in the C-612 Warranty Bond form.

By its terms the EJCDC warranty bond applies to the contractual correction obligation at GC-15.08. SC-6.01.B.2 extends that contractual correction period beyond its standard one-year duration—the contractual extension should match the Warranty Bond duration. For the sake of clarity, EJCDC recommends a cross-reference to Supplementary Condition SC-15.08.A—see Article 15 below.

Because correction period work is, in total, likely to cost only a modest fraction of the Contract Price, warranty bonds typically have a bond amount that is 10 or 15 percent of the Contract Price. The precise percentage required should be clearly indicated in the Supplementary Condition.

The suggested wording to extend the correction period and require that Contractor furnish a warranty bond follows:

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:



~~The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be [number—either 2, 3, or other] years after Substantial Completion.~~



After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of [number—either 10, 15, or other] percent of the final Contract Price. The warranty bond period will extend to a date [number—either 2, 3, or other] years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

Guidance Notes—Modifying Insurance Company Ratings Requirements—Paragraph 6.02.B of the General Conditions requires that all companies that provide insurance policies required under this Contract must have an A.M. Best rating of A-VII or better, unless a different standard is indicated in the Supplementary Conditions. The A.M. Best ratings are based on the financial strength and size of the insurance company, with A-VII representing a commonly used standard. SC-6.02 is the location for noting any different standard, whether narrower or broader.

In some states, not all worker's compensation insurers obtain A.M. Best ratings. The Owner may wish to include the following optional exception (modified to meet applicable provisions in the state) to the requirement in Paragraph 6.02.B:

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

Guidance Notes—Specifying Insurance to be carried by Subcontractors and Suppliers—GC-6.02.H indicates that Contractor must require its Subcontractors and Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project. This provision intentionally gives Contractor considerable latitude in risk management with respect to its Subcontractors and Suppliers. In most cases the Contractor will have more familiarity than Owner with the risks associated with particular types of subcontracted work, with the Subcontractors and Suppliers selected, and with the insurance coverage requirements that should be imposed. Occasionally, however, the Owner will choose to establish insurance requirements that apply to some or all Subcontractors or Suppliers. SC-6.02.H.3 may be used for that purpose.

SC-6.02 Add the following paragraph immediately after Paragraph .H.2 of the General Conditions:

3. If any work of the Project is subcontracted in anyway, Contractor shall execute a written agreement(s) with its subcontractors containing the indemnification provisions and insurance requirements set forth herein protecting the Owner and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance.

6.03 *Contractor's Insurance*

Guidance Notes—Specifying Contractor's Insurance, Including Coverage Limits—This is a mandatory Supplementary Condition, because it is the location for specifying the insurance policies, coverages, and endorsements to be maintained by Contractor (other than builder's risk and other property insurance, which are addressed in SC-6.04), and the minimum coverage limits. However, not all components of SC-6.03 will be used for the specific Contract that is being drafted, and many parts may need to be modified or revised to meet specific insurance requirement objectives. Consultation with risk managers, insurance specialists, and legal counsel is a necessity.

The information set forth in this Supplementary Condition (and in all other contractual provisions regarding bonds and insurance) is typically provided by Owner, either directly or through written instructions given to Engineer (see EJCDC® C-051, Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance (2018), and EJCDC® C-052, Owner's Instructions to Engineer Concerning Bonds and Insurance (2018)).

The user should refer to the following Guidance points with respect to specific features of SC-6.03, including categories of insurance with unique features (such as Umbrella or Excess Liability insurance, SC-6.03.K), or that are required only under specific circumstances (such as Railroad Protective Liability insurance, SC-6.03.O):

1. *Deciding Whether to Require Umbrella/Excess Insurance:* SC-6.03.K, Umbrella or Excess Liability, is a standard insurance provision that requires Contractor to carry an Umbrella or Excess Liability policy. Some Owners do not require that Contractor carry Umbrella/Excess insurance, perhaps viewing the decision to obtain and maintain Umbrella/Excess, and the specific amount of Umbrella/Excess coverage, as risk management choices best left to the Contractor; and presumably in such cases the Owner accepts that the primary policies (most importantly Commercial General Liability), as specified, provide adequate protection.

If Owner revises the standard terms by deleting the requirement that Contractor provide Excess or Umbrella liability insurance, then Owner may wish to consider requiring (in SC-6.03.G, Commercial General Liability—Form and Content) that “The general aggregate limits under SC-6.03.I (Commercial General Liability—Minimum Policy Limits) be maintained fully available for this Contract by obtaining and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent.”

2. *Allowing the Umbrella/Excess Insurance to Satisfy Underlying Coverage Requirements*

- a. The optional Supplementary Condition SC-6.03.L, Using Umbrella or Excess Liability to Meet CGL and Other Policy Limit Requirements, is used to contractually authorize the common practice in which an Owner allows Contractor to meet the required minimum policy limits for commercial general liability and other primary liability policies by attributing a portion of Umbrella/Excess coverage to the underlying policy or policies. For example, if the Contract requires \$5 million in CGL coverage; SC-6.03.L specifies (in the brackets in the last sentence) that a minimum of \$3 million of the Umbrella must remain unattributed to any underlying policy; and Contractor has a CGL policy of \$3 million and a \$10 million Umbrella policy, then \$2 million of the Umbrella could be attributed to the CGL, to meet the \$5 million CGL minimum. Under that example, such attribution would still leave a “balance” of \$8 million under the Umbrella, thus satisfying the requirement that a minimum of \$3 million of the Umbrella remain unattributed to any underlying policy.
- b. In those cases in which SC-6.03.L, Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements, is used, it is important fill in the brackets in the last sentence, specifying the unattributed balance that is the appropriate amount for the specific Contract.
- c. Not all Owners will choose to allow an Umbrella/Excess policy to provide partial satisfaction of a primary liability policy coverage requirement, preferring the simpler approach of Contractor providing an underlying policy (most notably, CGL) in the full amount required. When this is the preference, do not include SC-6.03.L, Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements.

3. *Combining Contractor’s Pollution and Professional Liability Policies:* Contractor’s Pollution Liability Insurance (SC-6.03.M) and Contractor’s Professional Liability Insurance (SC-6.03.N) are presented as two distinct required policies. However, Contractor’s Pollution Liability and Contractor’s Professional Liability policies are sometimes sold as a hybrid or combined policy. After consulting with its risk managers, Owner may wish to supplement the two provisions with a statement indicating that Contractor may provide such a combination policy, as an acceptable alternative to providing two separate policies, at a stated policy limit for the combination policy.
4. *Railroad Protective Liability Policy:* If any portion of the Work will take place within 50 feet of railroad-owned or controlled property, the railroad company will likely require that the Contractor obtain a railroad protective liability policy. Use Paragraph SC-6.03.O below if such a policy is required.

A railroad protective liability policy is for the benefit of the railroad company (not the Contractor or Owner), providing the railroad with protection from both liability and property damage it incurs because of the Contractor’s construction activities. The railroad protective policy is site-specific, and applies only when work is in progress—it does not include completed operations coverage.

The standard coverage includes bodily injury or property damage that arises out of the acts or omissions of railroad employees, to the extent the acts or omissions are related to or in connection with the Contractor’s activities. The coverage of physical damage to property should apply to real and personal property that is owned or leased by the railroad, including rolling stock, tracks, trestles, buildings, and structures.

The railroad will usually have specific requirements for the railroad protective policy, including per-claim and aggregate policy limits, coverages, and the formal names of the railroad and other related insureds. In most cases the railroad will require an indemnification from Contractor, in addition to the insurance policy. The Owner or other drafter should include all known railroad requirements here or elsewhere in the Contract, if the requirements are known at the time the Contract is drafted.

5. *Unmanned Aerial Vehicle Liability Insurance:* The use of aerial drones on construction projects is increasingly common. If there is a possibility that Contractor will use drones on the specific Project, Owner may wish to include SC-6.03.P, Unmanned Aerial Vehicle Liability Insurance.
6. *Other Required Insurance:* If Owner or its insurance advisors or risk managers have identified other insurance policies that Contractor should obtain and maintain, based on the Owner’s or Project’s specific needs, identify the required policies and minimum policy limits at SC-6.03.Q. Note that Builder’s Risk insurance is separately addressed in GC/SC-6.04.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.D:

- E. *Other Additional Insureds:*  a supplement to the provisions of Paragraph 6.03.D of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**
- F. *Workers’ Compensation and Employer’s Liability:* To the st extent permitted by law, Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory

Workers' Compensation and Related Policies	Policy limits of not less than:
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- G. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- H. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal and Advertising injury coverage.
 6. Bodily injury coverage
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- I. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- J. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$3,000,000
Products—Completed Operations Aggregate	3 00,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$3,000,000

- K. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof and must be written on an occurrence basis.  e Work involves the transportation of hazardous materials or waste, as defined by the Clean Water Act, as amended, Contractor’s automobile liability policy shall be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractor’s Pollution Liability policy. Owner, its agents, representatives, officers, directors, officials and employees shall be cited and endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent.

Automobile Liability	Policy limits of not less than:
Bodily Injury	

Automobile Liability	Policy limits of not less than:
Each Person	\$3,000,000
Each Accident	③ 00,000
Property Damage	
Each Accident	\$3,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$3,000,000

- L. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	② 00,000

- M. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- N.  *Contractor’s Pollution Liability Insurance:*  The Work involves hazardous materials or waste, as defined by the Clean Water Act, as amended, Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less  six years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$3,000,000
General Aggregate	\$3,000,000

- O.  *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The

retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

- P. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$3,000,000
Aggregate	\$3,000,000

- Q. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$3,000,000
General Aggregate	\$3,000,000

- R.  *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**



Builder’s Risk and Other Property Insurance

Guidance Notes—Owner Purchase of Builder’s Risk Insurance—The General Conditions require the Contractor to purchase and maintain builder’s risk insurance. GC-6.04.A. The detailed requirements for the builder’s risk insurance are set forth here in the Supplementary Conditions, in provisions such as SC-6.04.F, G, and H. (The option of requiring the Contractor to purchase an installation floater, as an alternative to builder’s risk insurance, is presented in the alternate SC-6.04.A that follows the more commonly used builder’s risk clauses.)

In the event that the builder's risk purchase requirement will be flipped, such that the Owner, rather than the Contractor, will purchase the builder's risk insurance, use the following SC-6.04.A:

Guidance Notes—Builder's Risk Insurance Requirements—The standard builder's risk requirements in this Supplementary Condition may include some items that are not applicable to the specific Project. The user should revise the requirements based on knowledge of the Project, risk management analysis, and consultation with Owner's insurance advisors and legal counsel. The requirements are intended to be used regardless of whether the Contractor purchases the builder's risk insurance (the default assumption, as stated in GC-6.04.A), or the purchase responsibility is flipped to the Owner (see SC-6.04.A immediately above).

Some coverages, such as coverage of property in temporary storage, or coverage of property in transit, are commonly subject to sublimits—specific monetary caps on the amount of coverage. Although a sublimit may be appropriate (or at least tolerable) for some risk categories, the drafter should consult with an insurance advisor and specify a minimum for each sublimit, to avoid underinsuring the risk of a loss in such a coverage category. The provisions of SC-6.04.F indicate when a coverage category is likely to be subject to a sublimit, and provide a place for specifying an acceptable minimum. See SC-6.04.F.4, 5, and 12. SC-6.04.F.13 provides a location for specifying other sublimits.

SC-6.04.F.5 requires coverage of construction materials "in transit." Specific policies may define this as being limited to domestic, overland transit, such as rail or truck transit. Because the risk of loss in transit will ultimately be borne by Contractor, a risk that is not within the scope of the specific builder's risk insurance policy (a loss during shipment from overseas, for example) could be managed separately by Contractor in its purchase agreement with the vendor.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements*: The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; testing, riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar

nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).  is coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit,  sublimit will be a minimum of \$[amount].
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. **[Here list or provide cross-reference to specific items of Owner-furnished (or third-party furnished) equipment, and purchase value; do not list items whose value is already included in the Contract Price.]**
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such  limit will be a minimum of \$[amount].
13. name the City as a loss payee as its interest may appear.

Guidance Notes—Loss of Revenue and “Soft Cost” Coverage—The basic coverage of a builder's risk policy provides compensation for direct physical loss or damage to the Work. Such loss or damage often has

secondary impacts associated with delays in completion of the Work. One significant secondary impact is loss of revenue. Another broad category of secondary impacts is often referred to as “soft costs”—extended financing costs, management and engineering expenses, tax and permit costs, and insurance.

It is usually possible to expand the basic builder’s risk coverage to insure against loss of revenue and soft cost losses. SC-6.04.G provides a starting point for doing so. This clause should be reviewed carefully and supplemented as needed to obtain the coverage needed for the specific Project. Substantial input from Owner, working in conjunction with an insurance broker or consultant, is necessary to identify specific soft cost exposures, and to quantify the scope of possible losses. Without such input, it would be impossible for the builder’s risk underwriters to assess risks and develop an appropriate premium.

For example, if soft cost coverage will extend to loss of revenue of a processing facility if it is completed late (as the result of physical damage from a covered risk, such as a fire), then it will be essential for the builder’s risk insurers or brokers who price out the insurance to have a reasonable estimate of anticipated daily revenue and other financial factors. In a competitive bidding setting, and assuming that the Contractor will procure the builder’s risk insurance (and include or account for the premium in the bid price), this means that such information will need to be furnished to bidders, who can then communicate it to brokers, who will furnish quotes for premiums.

As an alternative, Owner may prefer to solicit bids based on a generic requirement (such as that stated in SC-6.04.G), and then work with the selected Contractor and its insurer to refine the scope of loss of revenue and soft cost coverage and the related premiums, and issue a Change Order to document the precise coverage and any resulting change in Contract Price.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G.  *Coverage for Completion Delays:* The builder’s risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys’ fees and engineering or other consultants’ fees, if not otherwise covered.

Guidance Notes—Builder’s Risk Deductibles—Paragraph 6.04.A of the General Conditions requires builder’s risk insurance on a completed value basis, subject to such deductible amounts as are provided by the Supplementary Conditions. SC-6.04.H provides a means of identifying a primary deductible; other specific deductibles may also be added. It is common for builder’s risk policies to feature several different deductibles, typically including a primary deductible and specific deductibles applicable to specific types of loss, such as flood and earth movement.

In some cases, the Owner (as the party directing or specifying the content of the insurance-related Supplementary Conditions) will choose not to specify any deductibles, leaving establishment of the deductible amounts to the discretion of the purchasing party, which is responsible for payment of the deductibles. Even when a deductible is stipulated, it is typically a maximum amount; the purchaser may choose to purchase a policy with a lower deductible.

The builder’s risk policies available for projects in coastal and other high-risk areas may have special deductible provisions for wind and flood damage (hurricanes), earthquakes, and other specific risks. Such deductibles are determined based on a percentage of the property value at the time of loss, rather than

being stated as a specific dollar amount. SC-6.04.H should be revised to reflect coastal or other local conditions that change the approach to deductibles.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles*: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$[number] for direct physical loss in any one occurrence.

Guidance Notes—Installation Floater—An installation floater is insurance carried by a specific contractor, covering only the materials and equipment to be incorporated in the contractor's work. It typically does not insure against losses that occur after installation. In most cases, builder's risk insurance offers broader coverage, covers the Owner, Contractor, and Subcontractors, and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. For example, on a pipeline project it may be sufficient from a risk management standpoint to insure against loss or damage to the piping until installation, at which time there is little further risk from standard insurable perils such as fire or windstorm. Because the Owner will typically not be an insured, the use of an installation floater also assumes a risk management decision that protecting the Contractor's interest in the materials and equipment is sufficient to assure the best interests of the project. See EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

If, after consultation with its risk managers, Owner elects to allow purchase of an installation floater rather than a builder's risk policy, the following SC-6.04.A should be included as a Supplementary Condition; GC-6.04.B, GC-6.04.C, GC-6.04.D, and GC-6.04.E should be retained; SC-6.04.F, Builder's Risk Requirements, should not be included; and SC-6.04.H, Builder's Risk and other Property Insurance Deductibles, should be included. Owner should determine whether soft cost and related coverage is available and warranted, and if so modify the contents of SC-6.04.G, Coverage for Completion Delays, for the installation floater requirement.

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A.  *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

Guidance Notes—Defining “Regular Hours” and “Legal Holidays”—Paragraph 7.03.C of the General Conditions restricts Contractor to working during “regular hours” Monday through Friday, and no work is permitted on “legal holidays.” To provide details regarding the meaning of the terms “regular hours” and “legal holidays,” consider specifically defining them by adding the following:

Guidance Notes—Days of the Week That May be Worked—To modify the days of the week that Contractor may work, use the following:

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours, **[day of the week]** through **[day of the week]**. Contractor will not perform Work on a **[day of the week]**, **[day of the week]**, or any legal holiday.”

SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.03.C:

1.  Code of Ordinances Section 17-254, working hours within the City of Lee's Summit are 7:00 a.m. to 10:00 p.m. Requests to work beyond these hours must be filed with the Owner 7 calendar days in advance, and a special variance may be issued per Ordinance 17-255.1. If the request is justified, Owner will then request a special variance from the Chief of Police.
2.  er's 12 legal holidays are
 - The first day of January (New Year's Day)
 - The third Monday in January (Martin Luther King, Jr. Birthday)
 - The third Monday in February (President's Day)
 - The last Monday in May (Memorial Day)
 - The nineteenth of June (Juneteenth)
 - The fourth day of July (Independence Day)
 - The first Monday in September (Labor Day)
 - The eleventh of November (Veterans Day)
 - The fourth Thursday in November (Thanksgiving Day)
 - The day after the fourth Thursday in November
 - The twenty-fourth or the twenty-sixth day of December, as directed by the City Manager
 - The twenty-fifth day of December

3. Work on weekends or on holidays must be approved by the Owner 72 hours in advance.

Guidance Notes—Responsibility for Overtime Costs—If Contractor is permitted to Work outside regular hours and on weekends and holidays, whether by a contractual provision or by Owner’s consent during the course of the Project, then it is good practice to address the issue of whether Owner may charge Contractor for engineering expenses associated with the non-regular schedule. Some Owners may prefer to absorb these costs to incentivize (or at least facilitate) an aggressive schedule and timely completion; and in many cases the net additional expense may be modest. Other Owners may prefer to establish and collect a charge for the engineering services. Add the following as SC-7.03.D, making a policy choice regarding responsibility in the beginning of the sentence:



7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner’s representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

Guidance Notes—Defining Overtime Costs—If responsibility for costs in SC-7.03.D will be allocated to Contractor, Owner may wish to provide some specificity regarding the potential costs, through the addition of the following:

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as **[Here insert parameters for compensated overtime hours]**.



7.04 Add the following new paragraphs immediately after Paragraph 7.04.C

- D. Field Offices and Sheds.
 1. General Requirements Included:
 - a. As required for the Work, Contractor shall furnish, install and maintain field offices, storage and work sheds. All offices, trailers or sheds shall be subject to the Owner’s approval.
 - b. If a Contractor’s field office is established, it shall be the headquarters of their representative who is authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at Contractor’s field office, in their absence, shall be deemed to have been delivered to Contractor.
 2.  Requirements for Field Offices

- a.  Office for Owner (or their Representative) is not required. The Owner's Representative will use existing office space at the City of Lee's Summit City Hall, 220 SE Green Street.
 - b. Field Offices (whether for Contractor or Owner) shall be:
 - i. In good condition, structurally sound and weathertight with floors raised above ground.
 - ii. All utilities shall be in service when the office has been placed on site.
 - iii. Automatic heating and mechanical cooling equipment shall be able to maintain appropriate conditions for occupants and/or storage requirements.
 - iv. All offices shall remain on site, with all utilities in service, until the work is complete, or the Contractor is notified by the Owner.
3. Requirements for Storage Sheds
- a. Appropriate to the trade, with dimensions adequate for storage and handling of products.
 - b. Ventilation, heating and cooling shall comply with specified codes, temperatures and requirements for the products stored.
- E. Temporary Electricity, Heat, Telephone, and Data.
1. The Contractor shall provide all temporary utilities required for construction and shall remove all such facilities at end of Work.
 2. Contractor shall clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original (or specified) condition.
 3. Except as specifically noted herein, all costs of temporary utilities and controls are considered incidental to the Contract and shall be included in the Contract Price.
 4. Contractor shall make all arrangements, pay all costs, install meters, schedule building permit inspections and other work as necessary to provide electricity as required for construction.
 5. Contractor shall provide temporary lighting for construction operations.

Guidance Notes—Paragraph SC-7.04.6 —The first option for paragraph 6 usually applies to facilities project and remodeling work. An example is the cost to starting up and testing pumps at a pump station; testing / work on a new fire station. This option of the City pay the bill will typically be used when the electrical power source is from a service already used and paid for by the City before work begins.

The second option is common for new services and installations. This will almost always be used for new streetlight circuits and new traffic signals. This process is the Contactor gets the meter, the permit, pays for startup, and pays for testing. When accepted by the City, the bills are then transferred to the City.

6.  Owner will furnish electrical power for startup and testing of equipment to be permanently incorporated into this Project. The Owner will pay the utility bill for such electrical power furnished by the Owner.

[OR]

 ~~The City shall pay the electrical utility company's fees to deliver electrical service to street lights and traffic signals. The Contractor shall be billed for all electrical utility service charges until the entire project is substantially complete and the burn test is successfully completed. After those milestones the electrical service can be transferred to the City.~~

7.  Electric meters that will become permanent following final acceptance will be in the name of the Owner. Temporary electric meters necessary for construction will be in the name of the Contractor.
8. Contractor is responsible for obtaining the owner's building permit from the City's Codes Administration Department before electrical service can be delivered to a power supply. The Contractor shall contact the City's Codes Administration Division for an electrical inspection when a power supply is ready for operation. The City Inspector will obtain an address for the power supply, which the Contractor shall use when dealing with the electrical utility company.
9. Contractor shall make all arrangements, pay all costs and provide heat and ventilation as required to maintain specified conditions for construction operations, and to protect materials and finishes from damage due to temperature or humidity.
10. Contractor shall provide ventilation of enclosed areas to cure materials to disperse humidity and to prevent accumulations of dust, fumes, vapors or gases.

SC-7.07 Add the following new paragraph immediately after Paragraph 7.07.M.

- N.  Second tier subcontracting will not be allowed. Second tier subcontracting refers to the hiring or use of subcontractors by the Contractor's Subcontractors. It will be the responsibility of the Contractor to ensure that Subcontractors do not subcontract any portion of their Work.
- O. Contractor must perform at least 30% of the Work itself.

7.10 Taxes

Guidance Notes—Sales and Use Tax Exemptions—If Owner qualifies for a state or local sales or use tax exemption in the purchase of certain materials and equipment, add the following Supplementary Condition, with any revisions necessary to meet the specific applicable exemption rules.

If instructions to bidders or proposers are used, confirm that the provisions here are consistent with the corresponding provisions in such instructions. See EJCDC® C-200, Instructions to Bidders for Construction Contracts (2018), Article 21.

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:



Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 *Safety and Protection*

Guidance Notes—Owner's Safety Programs—Some Owners have written safety programs with which construction contractors must comply. If such is the case, Paragraph 7.13.G of the General Conditions states that the safety program will be identified or included in the Supplementary Conditions or Specifications (and Paragraph 9.12.B requires Owner to provide a copy of such programs to Contractor).

If the identification of the Owner's safety programs will occur in the Supplementary Conditions, use the following SC-7.13. If there is a Specification section (typically in Division 01) that addresses the Owner's safety programs, then SC-7.13 is unnecessary, though it could be retained as a means of providing a cross-reference to the specific location in the Specifications.

SC-7.13 Insert the following new paragraphs immediately after Paragraph 7.13.J:

K. Safety Training

1. In accordance with Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved the Missouri Department of Labor and Industrial Relations, which is at least as stringent as an approved OSHA program, as required by Section 292.675 RSMo.
2. Contractor shall require its on-site employees to complete a construction safety program within 60 days after the work on the Project commences.
3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of successful completion of a construction safety program shall be required to produce such documentation with 20 days, or will be subject to removal from the Project.
4. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675 RSMo.

L. Notice of Penalties for Failure to Provide Safety Training

1. Pursuant to Section 292.675 RSMo, contractor shall forfeit to Owner as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 7.13.K.

2. The penalty described in 7.13.L.1 shall not begin to accrue until the time periods described in Section 7.13.k. 2 and K.3 have elapsed.
3. Violations of Section 7.13.K and imposition of the penalty described in the Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE 8—OTHER WORK AT THE SITE

8 Coordination

Guidance Notes—Coordinating Other Work at Site—Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities. (Note that Owner should provide specific information about the other work—nature of the work, scope, schedule, exact location—elsewhere in the Contract Documents or in other documentation.) When applicable, add the following to provide such information:

 8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 1. **[Here identify individual or entirety]** shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 
 2. The following specific matters are to be covered by such authority and responsibility: **[Here itemize such matters]**;
 3. The extent of such authority and responsibilities is: **[Here provide the extent]**.

SC-8.04 Add the following new Paragraph 8.04 immediately after Paragraph 8.03:

8.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, or Engineer, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute exclusively with such other contractor by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer and the officers, directors, members, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner or Engineer to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other

contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer on account of any such damage or Claim.

- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner and Engineer for any delay, disruption, interference, or hindrance caused by any other contractor.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

Guidance Notes—Owner's Site Representative—The EJCDC Construction series documents assume that the Engineer will be Owner's representative during construction. See EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (2018), Paragraph 3.01, and GC-10.01. On many projects the Engineer will carry out duties at the Site through a Resident Project Representative (RPR), as addressed in GC-10.03. When that is the case, SC-10.03.C and SC-10.03.D should be included, as modified for the specific Project.

Paragraph 10.03.B of the General Conditions indicates that the Owner may designate a representative or agent who is not Engineer's consultant, agent, or employee, to represent Owner at the Site ("Owner's Site Representative"). In such case the Owner typically would not have the Engineer furnish a Resident Project Representative, and hence SC-10.03.B below would be used to indicate there is no Engineer's Resident Project Representative; and typically SC-9.13 would be used for the identification of the Owner's Site Representative.

 Note that the following SC-9.13, if used, must be supplemented by customized text that explains the responsibilities of the Owner's Site Representative, so far as such are relevant to Contractor. The content of Paragraphs SC-10.03.C below may be a helpful starting point in drafting such supplemental text. In addition, if Owner's retention of an Owner's Site Representative will affect other aspects of Engineer's status during construction, other portions of Article 10 and many other parts of the General Conditions will need to be revised. In such cases it is typical for (and Laws and Regulations may require) the design engineer (as engineer of record) to at least retain a role with respect to design intent reviews of submittals and similar aspects of the Work.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:



Owner's Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an “Owner’s Site Representative,” who will also serve as the “Resident Project Representative,” (RPR) to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be the City of Lee’s Summit Public Works Department. The authority and responsibilities of Owner’s Site Representative follow:
1. Furnish a Resident Project Representative.
 2. Change of Working Hours.
 3. Field orders, Work Change Directives, Change Orders.
 5. Monitor Contractor’s schedule, progress, schedule and conduct progress meetings.
 6. Coordinate Contractor’s schedule, work and access as needed with the Owner’s Cedar Creek Interceptor project work occurring in the same vicinity and at the time as this project.
 7. Coordinate construction services provided by the Engineer as needed.
 8. In the event that portions of the Contract Documents indicate that the Engineer is to handle, provide input, or receive notices or filings with regard to any of the above referenced matters, this Supplementary Condition 9.13 shall prevail.
- B. The RPR will be Owner’s representative at the Site. RPR’s dealings in matters pertaining to the Work in general will be with Owner, Engineer and Contractor. RPR’s dealings with Subcontractors or subconsultants will only be through or with the full knowledge or approval of Contractor or the Engineer. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor and Engineer, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Owner’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Engineer additional details or information, when required for Contractor’s proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Owner in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

- b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- C. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. In consultation with the Engineer, Authorize Owner to occupy the Project in whole or in part.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

Guidance Notes—Engineer's Resident Project Representative (RPR)—As indicated in Paragraph 10.03 of the General Conditions, in those cases in which the Engineer will provide a Resident Project Representative (RPR) during construction, the authority and responsibilities of the RPR with respect to



the Contractor must be specified in the Supplementary Conditions. SC-10.03.C and SC-10.03.D, below, provide a mechanism for doing so.

In the alternative, in some cases Engineer will not provide RPR services, either because there will not be an RPR, or because a party other than Engineer will provide the site services. When such is the case, SC-10.03.A.1 below should be used.

As indicated in Paragraph 10.03 of the General Conditions, the Owner may designate a representative or agent who is not Engineer's consultant, agent, or employee, to represent Owner at the Site. In such case, in addition to using SC-10.03.A.1, below, refer to the Guidance Note in Article 9 and use SC-9.13 above.

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:



On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

Guidance Notes—RPR Services—As discussed, the most typical case is that the site representative is Engineer's consultant, agent, or employee, in which case SC-10.03.C and SC-10.03.D are mandatory. SC-10.03.C and SC-10.03.D focus on the role of the Resident Project Representative with respect to the Contractor. The RPR's scope of services and obligations to Owner are typically more extensive than the provisions here in the construction contract; they are spelled out in detail in Exhibit D to EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services. The following should be edited to indicate the specific RPR authority and responsibilities that apply to this Contract.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests: Review Applications for Payment with Contractor.*

7. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.



- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02 Add the following Paragraphs immediately following Paragraph 11.02.B:

B. *Change Order Procedures*

1. Requests for Change Orders shall be initiated through the Change Proposal process in Paragraph 11.09. Projects with federal funding will require MoDOT's concurrence to the Change Proposal before processing a Change Order.
2. Owner shall generate a draft Change Order utilizing the Owner's construction project management software. The draft Change Order will be uploaded into the appropriate folder for the Contractor's review and concurrence. If the contractor concurs with the draft Change Order, the Contractor shall approve and electronically sign the Change Order.
3. Owner's change order approval process is determined by the scope of the Change Order.
 - a. Change Orders which can be approved via the Owner's administrative process may be executed within five working days.
 - b. Change Orders which cannot be approved via the Owner's administrative process are submitted through the Owner's Committee and Council process. Initial Change Order approval is sought at Owner's Public Works Committee (PWC) meeting, and final approval is confirmed at Owner's City Council Meeting. Unless requested, Contractor's presence is not required at either meeting. This process requires all change order materials to be submitted 14 calendar days prior to the PWC meeting.
4. Federally funded projects require MoDOT approval of the change order before processed by the Owner. Following MoDOT's approval the Change Order follows the Owner's process describe above based on scope of the Change Order.

ARTICLE 12—CLAIMS

No changes to Article 12.

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

13.01 *Cost of the Work*

Guidance Notes—Equipment Rental Costs—When Contractor's compensation is determined in whole or in part on the basis of Cost of the Work, equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. GC-13.01.B.5.c.(2) addresses Contractor owned equipment rental costs, indicating that such costs will be governed by a rental rate book specified in the Supplementary Conditions. The following Supplementary Condition is the location to specify the governing rental rate book. As of 2018, commonly used rental rate books include the Rental Rate Blue Book for Construction Equipment, and the AED Green Book: Rental Rates & Specifications for Construction Equipment.

SC-13.01 Delete Paragraph 13.01.B.5.c. in its entirety and insert the following in its place:

 **Construction Equipment**  **Cost**

- 1) Rentals of all construction equipment and machinery, and the parts thereof 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. However, in no event shall the hourly rates for hourly operating costs exceed those in the reference material cited the Supplementary Conditions 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.
- 2) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- 3) Equipment or machinery with a value of less than \$1,000 will be considered small tools.

Guidance Notes—Defining “Small Tools and Hand Tools”—GC-13.01.C.2 excludes the cost of “small tools and hand tools” from Cost of the Work. Providing more definition of what that term means in a Supplementary Condition may eliminate or reduce arguments about this aspect of Cost of the Work. One common approach is to define small tools and hand tools based on a price threshold, as follows:

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500. **[or insert other threshold price.]**

13.03 *Unit Price Work*

Guidance Notes—Variations from Estimated Quantities, Unit Price Work—GC-13.03.E is a “variation in estimated quantities (VEQ)” clause that applies when the actual quantity of a unit price item varies “materially and significantly” from the estimated quantity. The following Supplementary Condition is a more specific and detailed VEQ clause. By providing a specific threshold for eligible categories of unit prices, and specifically defining the degree by which an actual quantity must vary from the estimated quantity, the Supplementary Condition is intended to simplify and facilitate the administrative resolution of situations where actual quantities of unit price items differ materially and significantly from estimated quantities. When such a VEQ clause is used, a common number for the first blank is 5 percent of the Contract Price (based on estimated quantities), and a common number for the second blank is typically 15, 20, or 25 percent; however, other numbers may be appropriate in both locations.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:



Adjustments in Unit Price

1. The unit price of an item of Unit Price Work may be subject to reevaluation and adjust under the following conditions:
 - a. If the Bid price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price; and
 - b. the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - c. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - d. If Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No changes to Article 14



ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

Guidance Notes—Modifying the Standard Time in Which Owner Must Make Payments— Paragraph GC-15.01.D states that Owner will pay Contractor within 10 days after receipt of Engineer's recommendation of payment of a progress payment; GC-15.06.E requires Owner to make the final payment within 30 days of the final Application for Payment. The user should confirm that these payment deadlines are acceptable to Owner. See EJCDC® C-050, Bidding Procedures and Construction Contract Documents (2018), Paragraph 5.06. If changes are appropriate, prepare Supplementary Conditions here in Article SC-15 to modify the number of days in which payments are due.

15.03 *Substantial Completion*

Guidance Notes—Owner Recovery of Re-inspection Costs—Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.

SC-15.03  the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

 **Guidance Notes—Lengthening the Correction Period**—Paragraph 15.08.A of the General Conditions refers to a one-year correction period following Substantial Completion. During that one-year time period, Contractor is obligated to return to the Site to correct defective Work. If a longer correction period is to be imposed, use SC-15.08.G. Note that often the lengthening of the correction period will be tied to the use of a warranty bond. See SC-6.01.B. The extension of the correction period set forth in SC-6.01.B is confirmed in the following Supplementary Condition by reference. In that case the sentence may be terminated after “...years set forth in SC-6.01.B.1.”

If the extension of the correction period is independent of a warranty bond or similar provision, then the user should accomplish the extension by filling in the number where indicated at the end SC-15.08.G.

If SC-15.08.G is not used, the correction period will retain the standard one year duration.

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **[number]** years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changed to Article 16.

ARTICLE 17— AL RESOLUTIONS OF DISPUTES

17.01 *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 Paragraph 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within the time period, Owner or Contractor gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.
- D. These General and Supplementary Conditions, all work related to and performed under these General Conditions and the Contract Documents, and all disputes shall be governed by the laws of the State of Missouri and shall be mediated and/or litigated in Jackson County, Missouri.

1.

17.02 *Arbitration*

Guidance Notes—Alternatives to Litigation as Final Dispute Resolution Method; Arbitration— Paragraph 17.01.B of the General Conditions provides that for any dispute subject to final resolution under Article 17, Owner or Contractor may invoke the dispute resolution procedure called for in the Supplementary Conditions. Paragraph SC-17.02 is the location to identify any such primary dispute resolution procedure. If no procedure is identified here in the Supplementary Conditions, and the parties do not agree to a specific procedure, then the default resolution procedure will be litigation—the pursuit of rights in a court of competent jurisdiction. Note that before reaching the point of final resolution of disputes, in most cases the Owner and Contractor will already have engaged in the Claim process described in Article 12 of the General Conditions. That process allows for mediation of the dispute.

As an alternative to litigation, there are many other possible dispute resolution procedures, or combinations of procedures. One of the most common procedures for resolving construction disputes is arbitration; wording for an arbitration clause follows. A discussion of the pros and cons of the arbitration process (and there are many advocates on both sides) is beyond the scope of this Guide. Owner should consult with its legal counsel when considering the inclusion of an arbitration clause, or of any other dispute resolution procedure or combination of procedures.

The EJCDC arbitration clause is drafted to use the rules and administration of the American Arbitration Association. The user is free to substitute the rules and services of other dispute resolution organizations, and to customize the arbitration process to suit the needs of the specific Contract.

The arbitration option is as follows:

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

Guidance Notes—Prevailing Party Attorneys' Fees Clause—In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because under the general rule claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that if a prevailing-party attorneys' fee rule is used instead of the general rule, then the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

If an exception to the general United States rule is preferred for disputes subject to final resolution under Article 17, then add the following express agreement:

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

Guidance Notes—Assignment—GC-18.08 restricts the assignment of the Contract by both Owner and Contractor. From the Contractor's perspective, it has elected to work for a specific project Owner, based on an evaluation of the Owner's ability to meet its obligations (especially payment of Contractor), and on Owner's reputation for how it administers construction contracts. From Owner's perspective, it has

awarded the Contract to a specific Contractor based in part on that Contractor's eligibility to perform the work with requisite competence, safety, and schedule compliance. GC-18.08 places some limitations on the ability of either party to transfer its duties without the consent of the other party.

If the parties anticipate during the drafting process that an assignment will occur (for example, a local sewer district that knows it soon will be transferring its infrastructure projects to a metropolitan authority), then a Supplementary Condition should be drafted to confirm the anticipated assignment and establish the parties' advance consent to the assignment, thereby avoiding possible disputes about granting consent.

Another possibility is an assignment of a contract or purchase order to the Contractor. This typically happens in the context of Owner's procurement of engineered equipment; if the procurement is in progress when the Contractor is selected, it may make sense to assign the procurement contract to the Contractor. SC-18.08.B may be used to implement such an assignment, and to establish the assignment's basic terms. SC-18.08.B is intended to be coordinated with the EJCDC Procurement Series (P-Series) documents.

The form to be attached as an exhibit to the Contract (meaning the construction contract of which these Supplementary Conditions are a part), as referred to in SC-18.08.B, is the Assignment of Contract; Consent to Assignment; and Acceptance of Assignment form that is attached to EJCDC® P-520, Agreement Between Buyer and Seller (2018).

SC-18.08  the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract dated **[date]** between Owner as "buyer" and **[identify seller]** as "seller" for procurement of goods and special services ("procurement contract") **[is hereby] [will be]** assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.
 1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.
 2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
 3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
 4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to "buyer" and "seller" under the procurement contract will cease **[upon the assignment to Contractor]**.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Guidance Notes—Exhibit A—This exhibit is used with the Electronic Documents Protocol (EDP) presented in SC-2.06. If the Project-specific Supplementary Conditions do not include SC-2.06, then do not include Exhibit A. If Exhibit A is included, modify it to conform to Project-specific requirements.

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Upload to DocEx, ProCore, or system designated by the Owner	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Upload to DocEx, LFE, ProCore, or system designated by the Engineer	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [number]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			

DocEx	InfoTech Document Express system (web based service)
ProCore	Procore Technologies, web based service for construction project management

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Guidance Notes—Exhibit B—This exhibit is used with SC-4.05.C, which provides a definition of those “abnormal weather conditions” that result from excessive precipitation or extreme temperatures. If the Project-specific Supplementary Conditions do not include SC-4.05.C, then do not include Exhibit B. If Exhibit B is included, fill in the information in the table to establish the Project-specific number of foreseeable Bad Weather Days with respect to precipitation and temperature.

Month	Precipitation Within 24-hour period from midnight to midnight (≥ 0.1 inches)	Ambient Outdoor Air Temperature ($\leq 20^{\circ}$ F)
	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Number of Foreseeable Bad Weather Days in Month Based on Low Temperature
January	5	17
February	5	20
March	7	5
April	10	2
May	15	0
June	10	0
July	9	0
August	10	0
September	7	0
October	7	0
November	7	8
December	5	12

Notes:

- I. The NWS data reports all types of precipitation as rain equivalent.

Guidance Notes—Geotechnical Baseline Reports—This supplement presents optional Supplementary Conditions that are used if Owner elects to issue a Geotechnical Baseline Report (GBR) for a specific Project. Do not include this supplement with a project’s Supplementary Conditions unless the GBR system is used.

Some project owners use a Geotechnical Baseline Report (GBR) for projects (or portions of a project) in which the subsurface conditions will play a significant role. Providing a GBR may result in bids with lower contingencies for subsurface conditions, and simplify the application of the differing site conditions provisions in Article 5 of the General Conditions. Commentary on Geotechnical Baseline Reports is presented in C-001. See also *Geotechnical Baseline Reports for Construction—Suggested Guidelines*, by Randall J. Essex, P.E., ASCE 2007. In many cases it may be advantageous for Owner, Engineer, or the geotechnical engineer to engage a consultant with GBR experience to assist in preparation of the GBR and related documents.

On projects in which a Geotechnical Baseline Report is used, it is typical to also assemble and provide a Geotechnical Data Report (GDR), as a separate, single source of factual geotechnical information regarding the Site. The content of the GDR is in essence what the EJCDC documents define as “Technical Data”—reliable factual information, such as boring logs and laboratory test results. (See the definition of Technical Data in Article 1 of the General Conditions, and the definition of a GDR in Article 1 of these Supplementary Conditions). Some Owners may elect to issue a GBR without compiling a GDR, but regardless of the format it is essential to identify and make all geotechnical data available. Note that a typical general-purpose geotechnical report, usually prepared primarily to assist in the design of the project, often contains not only factual data but also opinions, interpretations, and even speculation regarding the Site’s subsurface conditions. Such a geotechnical report is not suitable to be adopted or identified as a GDR.

Although it is preferable that a GBR be comprehensive with respect to subsurface conditions, in some cases a GBR will establish baselines for a portion of a project, but will not address all subsurface issues. For example, the GBR may establish baseline subsurface conditions along the route of a pipeline, but be silent with respect to conditions underlying an associated pump building. Also, in some cases a project will involve both subsurface construction as well as building modifications or other tasks unrelated to geotechnical investigations, analysis, or interpretations. The SC/GBR provisions that follow retain certain differing site condition provisions of the General Conditions, in part because these may be needed for situations that are outside the scope of the GBR. As noted previously, these SC/GBR provisions contain locations for (1) identifying known reports and drawings regarding the subsurface conditions (a mandatory obligation), and (2) identifying Technical Data upon whose accuracy Contractor may rely (necessary in some but not all GBR projects, depending on the scope of the GBR and GDR documents).

If a GBR is used, it remains important to disclose known reports and tests regarding subsurface conditions; a place for doing so is provided in SC/GBR 5.03. If some Site conditions are outside the scope of the Geotechnical Baseline Report it will continue to be necessary to identify reliable Technical Data contained in such reports and drawings; however, if the Geotechnical Baseline Report or a related Geotechnical Data Report already establish the data that is worthy of reliance, it will not be necessary to make a redundant identification in SC/GBR 5.03.

If a GBR is used, then include the following GBR Supplementary Conditions, and do not use the Paragraph SC-5.03 in the main body of C-800:

1.01 Definitions

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR’s own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR’s content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 Subsurface and Physical Conditions

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

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
 - a. *Report Title:* **[Exact title of the document]**
 - b. *Date of Report:* **[Date report was issued]**
 - c. *Technical Data in report upon which Contractor may rely:* **[Identify Technical Data (for example, “Boring Log, Test Site 3”) and specify page number or other reference where Technical Data is located within the report. List multiple Technical Data line items per entry when appropriate.]**
2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings Title:* **[Exact title of the drawings]**
 - b. *Date of Drawings:* **[Date drawings were issued]**
 - c. *Technical Data in drawings upon which Contractor may rely:* **[Identify Technical Data (for example, “Plan View of Rock Outcroppings”) in drawings, or state “All**

information in drawing” if entire content is Technical Data entitled to reliance; and specify drawing number, page number, or other reference where the Technical Data is located. List multiple Technical Data line items per entry when appropriate.]

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer, at the cost of reproduction.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner’s archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. *Geotechnical Baseline Report*
 1. This Contract contains a Geotechnical Baseline Report (“GBR”), identified as follows: **[Example: Geotechnical Baseline Report for Northwest Interceptor, dated February 12, 2013, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]**. This Contract also contains a Geotechnical Data Report (GDR), identified as follows: **[Example: Geotechnical Data Report for Northwest Interceptor, dated June 15, 2012, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]**.
 2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR’s terms prevail.

3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as “Baseline Conditions”). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
4. The Baseline Conditions will be used to assist in the administration of the Contract’s differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.
5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.
6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.
7. The behavior of the ground during construction depends substantially upon the Contractor’s selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.
8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor’s means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
 6. to the extent the GBR and GDR are inapplicable, 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 conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

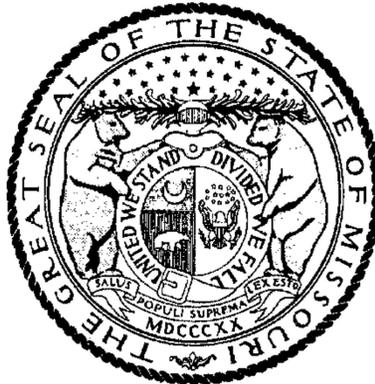
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of

Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.50
Boilermaker	\$39.44*
Bricklayer-Stone Mason	\$62.06
Carpenter	\$64.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.02
Plasterer	
Communication Technician	\$62.38
Electrician (Inside Wireman)	\$70.32
Electrician Outside Lineman	\$61.40
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$93.11
Glazier	\$59.07
Ironworker	\$70.66
Laborer	\$52.42
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.24
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.25
Plumber	\$78.88
Pipe Fitter	
Roofer	\$60.69
Sheet Metal Worker	\$76.38
Sprinkler Fitter	\$69.92
Truck Driver	\$54.27
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$90.71
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.85
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
 _____ of _____; (2) all requirements of

 _____ of _____; (2) all requirements of
 §§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
 have been fully satisfied with regard to this company's work on _____;

 (3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
 upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full
 and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
 company in connection with this project together with an accurate record of the number of hours worked by each
 worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
 made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
 paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;
 (6) these payroll records are kept and have been provided for inspection to the authorized representative of the
 contracting public body and will be available, as often as may be necessary, to such body and the Missouri
 Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for
 one year following the completion of this company's work on this project; and (8) there has been no exception to the
 full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section
 _____ issued by the Missouri Division of Labor Standards and applicable to this project located in
 _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that
 the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340,
 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

C920
CONTRACTOR'S FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: City of Lee's Summit, Missouri, the "Owner", or lender(s) having any loans secured by the property of the Owner and other parties, if any, having any interest in the Realty identified below (hereinafter collectively the "Beneficiaries").

"Contractor": _____

"Project": Longview Pickleball Complex

"Realty": _____

"Contract": Contract between Owner and Contractor for the Project, Project No. 94932784, dated _____, along with authorized change orders.

Payment Requested: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ _____, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Realty, represent the actual value of work accomplished under the terms of the Contract.
2. No labor, equipment or materials have been supplied under contracts or agreement with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's sub-subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this document as a trustee, and said funds will be held in trust for the benefit of all sub-subcontractors, materialman, suppliers and laborers who supplied work for which the Beneficiaries may be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this document, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any claims against, or in connection with, the Owner, the Contract, the Project, and the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims, or suits in connection with the materials, labor and everything else in connection with the Contract.

Contractor

By: _____

Its: _____

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

ON THIS THE _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ and proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President or on behalf of the Corporation therein named, and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public Signature

Printed or Typed Name

(Seal)

My Commission Expires:



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONSENT OF SURETY TO FINAL PAYMENT

PROJECT NUMBER

TO OWNER: City of Lee's Summit, Missouri 220 SE Green Street Lee's Summit, MO 64063	PROJECT TITLE AND LOCATION
	CONTRACT DATED
	BOND NUMBER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____, SURETY,

(NAME OF SURETY)

on bond of

(ADDRESS OF SURETY)

_____, CONTRACTOR,

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to the State of Missouri, OWNER, as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date _____
(INSERT IN WRITING THE MONTH FOLLOWED BY THE NUMERIC DATE AND YEAR)

SURETY	ATTEST (SEAL)
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME & TITLE	

GUIDELINES FOR USE OF EJCDC® C-940 WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	City of Lee's Summit, MO	Owner's Project No.:	94932784
Engineer:	Olsson	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			
Date Issued:		Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

- Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

- Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By: _____

Title: _____

Date: _____

GUIDELINES FOR USE OF EJCDC® C-941 CHANGE ORDER

CHANGE ORDER NO.: [Number of Change Order]

Owner:		Owner's Project No.:	94932784
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

GUIDELINES FOR USE OF EJCDC® C-942, FIELD ORDER

EJCDC® C-942, Field Order.

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and American Society of Civil Engineers. All rights reserved.

Guidelines Page 1 of 1

FIELD ORDER NO.: [Number of Field Order]

Owner:	City of Lee's Summit, MO	Owner's Project No.:	94932784
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract or otherwise required by Laws or Regulations. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. All sureties shall (a) hold a current Certificate of Authority as an Acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570) and (b) unless otherwise authorized by the Owner in writing, have at least an A Best's rating and a VIII or better financial size category per the current A.M. Best Company ratings.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;

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

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner

will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. ~~Owner and Contractor~~ waives all rights against ~~each other~~ the Owner and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or

against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 1—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated: **[Identify Subcontractors, Suppliers, or categories of same, and insert specific insurance requirements and policy limits]**

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	

Workers' Compensation and Related Policies	Policy limits of not less than:
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$
Products—Completed Operations Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$
Each Accident	\$

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$
General Aggregate	\$

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$
General Aggregate	\$

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

SECTION 025250 - CAST-IN-PLACE CONCRETE CURBING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the installation of concrete curbing as shown on the Drawings, or as specified herein.
- B. The materials and methods specified herein are directly intended for placement of "new" concrete curbing. Where existing curbing is removed and replaced during construction, modifications to these specifications to match existing conditions shall be made as directed by the Engineer.

1.2 RELATED WORK

- A. Examine Contract Documents for requirements that affect work of this Section.
 - 1. Earth Moving

1.3 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. American Society of Testing and Materials (ASTM).
 - b. American Concrete Institute. (ACI).
- B. The Owner shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications, if at any time during the Work, materials appear unsuitable in the opinion of the Owner's Representative.

1.4 SUBMITTALS

- A. Concrete:
 - 1. The Contractor shall furnish the name and location of the concrete supplier.
 - 2. Submit the design mix for each class of concrete prior to use in the Work.
- B. Product Data:
 - 1. Submit manufacturer's catalog cuts, specifications, and installation instructions.
- C. Test Results:

1. The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete:

1. All cast-in-place concrete shall be ready mixed concrete meeting the following criteria:
 - a. 28-day compressive strength - 4000 psi
 - b. Air entrainment - 4% to 8%
 - c. Slump - 2" to 4"
2. Concrete shall be proportioned using methods 1 or 2 as outlined in ACI-301.
3. The approved mix design shall be used throughout this project unless changes are ordered or approved by the Owner's Representative.

B. Pre-moulded Expansion Joint Filler:

1. Concrete curbing shall be provided with a 1/2" pre-moulded expansion joint filler conforming to ASTM D 1751.
2. The pre-moulded expansion joint filler shall be "pre-cut" to match the concrete curbing cross-sectioned dimensions as detailed on the Drawings.

C. Reinforcement: Install a #4 bar in the middle of the curb for the full length of the installation. Overlap and tie at ends and starts of bars.

D. Curing Materials:

1. Impervious Sheeting: ASTM C171.
2. Liquid Membrane Curing Compound: ASTM C309, compound shall be free of paraffin or petroleum.
3. "Kure-N-Seal 0800" by Sonneborn, "Cure & Seal" by Symons, or equal.

E. Sealants:

1. Joint Sealers: ASTM D 1850.

F. Forms:

1. Curb forms shall be of wood or steel, straight, and of sufficient strength to resist springing during depositing and consolidating the concrete. The outside forms shall have a height equal to the full depth of the curb. The inside form of curb shall have batter as indicated and shall be securely fastened to and supported by the outside form.
2. Straight forms of wood shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits, or other defects. Wood forms shall have a nominal length of 10 feet, with a minimum of three stakes per form, at maximum spacing of 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Radius bends may be formed with 3/4-inch boards, laminated to

the required thickness.

3. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Form ends shall be interlocked and self-aligning. Forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Forms shall have a nominal length of 10 feet, with minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips, designed for use with steel forms.
4. Rigid forms shall be provided for curb returns, except that benders of thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form with a central angle of 90 degrees cannot be used. Back forms for curb returns may be made of 1-1/2 inch benders, for the full height of the curb, cleated together.

PART 3 - EXECUTION

3.1 INSPECTION

- A. The Contractor shall notify the Owner's representative 24 hours before placing concrete to give the representative an opportunity to inspect the formwork and related items prior to placement of the concrete.
- B. Delivery tickets shall show the amount of cement, brand, and amount of all admixtures, in addition to information required by ASTM C94, Section 14. Water added on the job shall be approved and the amount noted on the delivery ticket and initialed by the Contractor.

3.2 SUBBASE PREPARATION

- A. Concrete curbing shall be constructed on a compacted granular sub-base as shown on the Drawings.
- B. The sub-base shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the concrete is placed.
- C. The sub-base shall be in a moist condition when concrete is placed.
- D. The sub-base shall be prepared and protected to produce a sub-base free from frost when the concrete is deposited.

3.3 FORMWORK

- A. Earth cuts may not be used as forms for vertical surfaces.
- B. All forms shall be built mortar tight and of materials sufficient in strength to hold concrete without bulging between supports. Forms shall be maintained to eliminate the formation of joints due to shrinkage of the forms. Concrete, misshapen by bulges or deformations caused by inadequate forms, shall be removed or corrected as ordered by the Owners representative. All replacements or corrections shall be made at the Contractor's expense.

- C. All surfaces of wooden forms that will be in contact with exposed concrete shall be thoroughly treated with an approved lacquer in the procedure recommended by the manufacturer. Forms so treated shall be protected from being damaged or dirtied prior to placing of the concrete.
- D. Metal forms shall be treated with an approved form lacquer or may be treated with an approved form oil. The metal used for forms shall be of sufficient thickness to remain true to shape. All bolt and rivet heads shall be designed to hold the forms rigidly together and to allow removal, without injury to the concrete. Metal forms which do not have smooth surfaces, correct alignment and clean surfaces shall not be used.
- E. The forms on the front of the curb shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. Forms back of curb shall remain in place until the face and top of the curb have been finished as specified for concrete finishing.

3.4 CONCRETE PLACEMENT AND FINISHING

A. Preparation:

- 1. Set approved forms true to line and grade. Cast curb in 20-foot-long sections. If curbs abut existing pavement, locate construction joints opposite existing pavement joints as directed.
- 2. Provide cut to size joint filler between 20-foot sections and where curb abuts existing concrete paving and fixed structures or appurtenances. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.
- 3. Expansion joints shall be constructed at right angles to the line of the curb.

B. Concrete Placement:

- 1. Concrete shall be placed in layers not to exceed 6 inches.
- 2. Concrete shall be thoroughly consolidated by tamping and spading or with approved mechanical vibrators, eliminating all air pockets, stone pockets and honeycombing.
- 3. Place concrete in accordance with ACI 301 unless otherwise specified herein.
- 4. Cold Weather Concreting: Comply with ACI 306 for placement at temperatures of, or expected to be, below 40°F.
- 5. Hot Weather Concreting: Comply with ACI 305 for placement at temperatures of, or expected to be, above 90°F.

C. Concrete Finishing:

- 1. The top of the curb shall be rounded with an edging tool to a radius of 1/2-inch and the surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes.
- 2. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The surface, while still wet, shall be brushed in the same manner as the curb top. Except at grade changes or curbs, finished surfaces shall not vary, from the testing edge of 10-foot straightedge, more than 1/8 inch for gutter and

entrance and 1/4 inch from top and face of curb. Irregularities exceeding the above shall be satisfactorily corrected.

3. Visible surfaces and edges of finished curb shall be free of blemishes and form and tool marks, and shall be uniform in color, shape, and appearance.
4. No plastering shall be permitted.
5. Curbing forms shall be left in place at least twenty-four (24) hours, or until the concrete has sufficiently set.
6. Curbing being used to affix track surface shall have a rough finish as recommended by the track surfacing manufacturer/contractor.

3.5 CURING

A. Impervious Sheeting Method:

1. The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used.
2. The curing medium shall not be less than 18 inches wider than the concrete surface to be cured and shall be securely weighted down by heavy wood planks, or by placing a bank of moist earth along edges and laps in the sheets.
3. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

- or -

B. Membrane Curing Method:

1. The entire exposed surface shall be covered with a membrane forming curing compound.
2. Curing compound shall be applied in two (2) coats by hand operated pressure sprayers at a coverage of approximately 200 square feet per gallon for both coats, unless otherwise approved by the Engineer based upon manufacturer's data.
3. The second coat shall be applied in a direction approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. Apply an additional coat to all surfaces showing discontinuity, pinholes, or other defects.
4. Concrete surfaces that are subjected to heavy rainfall within 3 hours after curing compound has been applied shall be re-sprayed by the above method and at the above coverage at no additional cost to the Owner.
5. Expansion-joint openings shall be sealed at the top by inserting moistened paper or fiber rope or covering with strips of waterproof paper prior to application of the curing compound, in a manner to prevent the curing compound entering the joint.
6. Concrete surfaces to which membrane-curing compounds have been applied shall be adequately protected for 7 days from pedestrian and vehicular traffic and from any other action that might disrupt the continuity of the membrane. Any area covered with curing compound and damaged by subsequent construction operations within the 7-day curing period shall be re-sprayed as specified above at no additional expense to the

Owner.

3.6 JOINTS

- A. Saw cut or hand tool joints into the top of the curb every 10 feet along the full length of the installation.
- B. Install expansion joints every 50 feet along the length of the curb installation. Install expansion joint at curb when abutting a concrete sidewalk or vertical site feature.

3.7 SEALING JOINTS

- A. The approximately horizontal sections of expansion joints shall be sealed with joint sealer. The joint opening shall be thoroughly cleaned before the sealing material is placed. Sealing shall be done so that the material will not be spilled on exposed surfaces of the concrete.
- B. Concrete at the joint shall be surface dry and atmospheric and concrete temperatures shall be above 50°F. at the time of application of joint-sealing materials. Excess material on exposed surfaces of the concrete shall be removed immediately and exposed concrete surfaces cleaned.

3.8 BACKFILLING AND RESTORATION

- A. After curing, debris shall be removed, and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.
- B. All lawns, pavements, driveways, shrubs, or other improvements affected by curbing placement shall be restored to their original condition.

3.9 PROTECTION

- A. The Contractor shall protect the curbing and keep it in alignment and "first class" condition until the completion of the Contract. Any curbing, which is damaged prior to final acceptance of the Work, shall be removed, and replaced at the Contractor's expense.

END OF SECTION 025250

SECTION 033816 - UNBONDED POST-TENSIONED CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Post-tensioning tendons and accessories, including pocket formers, bar chairs, slab bolsters, and non-prestressed reinforcement required for installing post-tensioning tendons, including the following:
 - i. Support bars.
 - ii. Backup bars and hairpins at anchorages.
 - iii. Supplemental reinforcement at block outs.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for concrete testing requirements.
2. Section 321853 "Synthetic Pickleball Court Surfacing" for surfacing of pickleball courts.

1.2 DEFINITIONS

- A. Strand Tail: Excess strand length extending past the anchorage device.
- B. Stressing Pocket: Void formed by pocket former at stressing-end anchorage that provides required cover over wedges and strand tail.
- C. Wedge Cavity: Cone-shaped hole in anchorage device designed to hold the wedges that anchor the strand.

1.3 COORDINATION

A. Attachments and Penetrations:

1. Attach permanent construction, such as curtain-wall systems, handrails, fire-protection equipment, lights, and security devices to the post-tensioned slab using embedded anchors.
2. Drilled anchors, power-driven fasteners, and core drilling for sleeves or other penetrations are not allowed unless authorized in writing by Architect.
3. Form penetrations within 18 inches of an anchorage with ASTM A53/A53M, Schedule 40 steel pipe.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review procedures related to installation and stressing of post-tensioning tendons, including, but not limited to, the following:
 - i. Construction schedule and availability of materials, personnel, and equipment needed to make progress and avoid delays.
 - ii. Storage of post-tensioning materials on-site.
 - iii. Structural load limitations.
 - iv. Coordination of post-tensioning installation drawings and non-prestressed reinforcing steel placing drawings.
 - v. Horizontal and vertical tolerances on tendons and non-prestressed reinforcement placement.
 - vi. Marking and measuring of elongations.
 - vii. Submittal of stressing records and requirements for tendon finishing.
 - viii. Removal of formwork.

1.5 ACTION SUBMITTALS

A. Product Data: Contractor to submit product information for the following:

1. Post-tensioning coating.
2. Tendon sheathing.
3. Anchorage devices.
4. Tendon couplers.

5. Bar and tendon supports.
 6. Pocket formers.
 7. Sheathing repair tape.
 8. Stressing-pocket patching material.
 9. Encapsulation system.
- B. Shop Drawings: After bid award, Contractor to submit sealed and signed shop drawings by a state licensed engineer for the following.
1. Contractor to submit slab layout plan after bid award detailing tendon layout, spacing, and setbacks.
 2. Installation drawings, including plans, elevations, sections, and details.
 3. Numbers, arrangement, and designation of post-tensioning tendons.
 4. Tendon profiles and method of tendon support, including chair heights and locations. Show tendon profiles at sufficient scale to clearly indicate all support points with their associated heights.
 5. Details for horizontal curvature around openings and at anchorages.
 6. Locations of anchorages and block outs required for stressing.
 7. Anchorage details, including bundled tendon flaring.
 8. Tendon clearances around slab openings and penetrations.
 9. Construction joint locations and pour sequence.
 10. Details for corners and other locations where tendon layouts may conflict with one another or with non-prestressed reinforcing steel.
 11. Locations of non-prestressed reinforcement required for installing post-tensioning tendons, including, but not limited to, the following:
 - i. Support bars.
 - ii. Backup bars and hairpins at anchorages.
 - iii. Supplemental reinforcement at block outs
 12. Stressing procedures and jacking force to result in final effective forces used in determining number of tendons required.
 13. Calculated elongations for each tendon.
- C. Samples: For the following products:
1. Anchorages with 24 inches of coated, sheathed strand.
 2. Couplers with 24 inches of coated, sheathed strand.
 3. Components of the encapsulation system, unassembled and clearly identified.
- D. Delegated-Design Submittal: For post-tensioning system.
1. Include signed and sealed design calculations prepared by a qualified structural engineer licensed to practice engineering in the project state, indicating method of elongation calculation, including values used for friction coefficients, anchorage seating loss, elastic shortening, creep, relaxation, and shrinkage
 2. Delegated design shall also include any and all adjustments to the post-tension system to respond to limitations existing subgrade may present. Bolster the post-tension system to account for subgrade limitations such that the warranty remains in full force.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installer and manufacturer. Include resume of individual supervising installation and stressing of post-tensioning tendons.
- B. Evaluation Reports: For each type of anchorage device and coupler, from ICC-ES:
- C. Product Certificates: For each type of encapsulation system.
- D. Mill Test Reports: Certified Mill test reports for prestressing strand used on Project, indicating that strand is low relaxation and including the following:
 1. Coil numbers or identification.
 2. Breaking load.
 3. Load at 1 percent extension.
 4. Elongation at failure.

5. Modulus of elasticity.
6. Diameter and net area of strand.
- E. Field quality-control reports.
- F. Procedures Statement: Procedures for cutting excess strand tail and patching stressing pocket.
- G. Stressing Jack Calibration: Calibration certificates for jacks and gages to be used on Project. Calibrate each jack- and-gage set as a pair.
- H. Stressing Records: Submit the same day as stressing operations.
- I. Warranty: 1 year warranty.

1.7 QUALITY ASSURANCE

- A. Contractor Design Qualifications: Design post-tensioning systems under the direct supervision of a Professional Structural Engineer experience in design of this Work and licensed in the (Governing State.)
- B. Contractor must have the proper state license at time of bidding, be in good standing, and having never experienced suspension or revocation.
- C. Contractor shall have a Certified Tennis/Pickleball Court Builder on staff. Contractor shall be a member of the Post- Tensioning Institute (PTI). Installing foreman shall be a PTI Certified Installer, and the work shall be overseen by a PTI Certified Post-Tensioning Inspector. The contractor shall complete all work with his own forces, to include all indicated and functionally required construction, tendon fabrication and placing, concrete placement and tendon stressing.
- D. Manufacturer Qualifications: Fabricating plant certified by PTI according to procedures set forth in PTI's "Manual for Certification of Plants Producing Unbonded Single Strand Tendons."
- E. Installer Qualifications: A qualified installer whose full-time Project superintendent has successfully completed PTI's Level 1 - Field Fundamentals course or has equivalent verifiable experience and knowledge acceptable to the Owners Architect/Engineer. Installer shall be a builder member in good standing of the United States Tennis Court & Track Builders Association or the American Sports Builders Association (ASBA).
 1. Superintendent shall be trained by post-tensioning supplier in the operation of stressing equipment to be used on Project.
 2. Installer shall have a minimum of 5 years and a minimum of 5 similar, successfully completed, projects of documented experience in the same type of construction/Post-Tensioned Concrete Tennis or Track work.
 3. To eliminate potential liabilities of construction, the Prime contractor or Bonding Contractor for the post-tension slab shall assure single-source responsibility by completing all work with his own forces (no part of the work to be subcontracted) to include fine grading, construction set up, tendon placing and stressing, fence and equipment integration, concrete placement and finishing.
- F. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.
 1. Testing Agency Inspector: Personnel performing field inspections and measuring elongations shall have successfully completed PTI's Level 1 - Field Fundamentals course or shall have equivalent verifiable experience and knowledge acceptable to Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle post-tensioning materials according to PTI's "Field Procedures Manual for Unbonded Single Strand Tendons."

1.9 WARRANTY

The post-tension slab builder shall warrant, without limitations or exclusions, the proposed post-tension slab construction for a period of 50-years following Substantial Completion of the project on behalf of the Warranty Owner.

The builder acknowledges that any subgrade conditions that may pose a risk to the warranty shall be overcome solely by the Builder with alterations and/or strengthening of the post-tension system design. In accordance with industry best practices, to ensure the warranty is fully valid and enforceable at no additional cost to the Warranty Owner. Builder shall provide a full set of stamped and sealed shop drawings and calculations for the full PT Slab system from a Professional Engineer in good standing with the Governing State. Shops shall demonstrate full conformance with all American Sports Builders of Association (ASBA) and Post-Tension Institution (PTI) standards.

A. Conditions:

1. The Warranty Owner shall alert the builder to any discovered defects, structural cracking, vertical movement that differs from the original placement, or other claimed breach within 90 days, or any other mutually agreeable timeline, to cure any defects.
2. Builder shall ensure no standing water exceeding 1/8" in depth is present prior to beginning the Warranty Period. The Warranty Owner shall report any recurring water ponding or birdbaths to give adequate opportunity to the builder to cure moisture-related defects.
3. Builder shall be afforded the right to inspect with its own forces any warranty work claims by the Warranty Owner.
4. The Contractor shall include comprehensive warranty documentation as part of the bid submission to demonstrate compliance with all project requirements.
5. The Contractor shall provide a one-year warranty against defects in materials and workmanship for the post-tension concrete system. Defects shall include, but not be limited to, cracks that protrude through the thickness of the slab greater than 1/4" in width, continue to grow in width during warranty period, and exhibit vertical displacement.
6. The warranty shall cover full remediation of any warranted defects due to faulty materials or workmanship within 60 days of written notice, provided no fault of the owner. Any necessary resurfacing shall be performed as part of an approved repair remedy under this warranty.
7. The warranty shall contain no limitations on usage of warranted courts.
8. Upon completion of the project, the Contractor will certify that the post-tension concrete system has been built in compliance with plans and specifications included in the contract documents.
9. The Contractor shall provide documentation confirming that the warranty coverage is in effect, including complete information on contacting the Contractor should a claim need to be made.

B. Limitation and Exclusions. The warranty does not cover damage caused, wholly or in part, by:

1. Fire, winds, floods, moisture, other unfavorable atmospheric conditions or chemical action that the post-tension system was not designed to endure.
2. Ordinary wear and tear, abuse, negligent or intentional misconduct; and aging.
3. General misuse or surface including, but not limited to: skateboarding, street hockey, cleats and improper footwear other than the intended sport's shoes.
4. Undocumented utilities that cause subgrade settlement.
5. Repairs performed by others shall void this warranty.

2.1 REFERENCES

- A. ASTM A – 416 – Unbonded post-tensioning tendons
- B. ASTM B – 95 – Portland Cement

2.2 MANUFACTURERS

- A. Source Limitations: Obtain post-tensioning materials and equipment from single source.
 - 1. Stressing jacks not provided by post-tensioning supplier must be calibrated and approved for use on Project by post-tensioning supplier.

2.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design post-tensioned reinforcement.
- B. Design structure to withstand the loads indicated according to governing codes, within limits and under conditions indicated.
- C. Comply with ACI 318 requirements unless more stringent requirements are indicated.
 - 1. Limits on stresses at transfer of prestress and under service load.
 - 2. Minimum bonded reinforcement.
 - 3. Concrete cover over reinforcement.
- D. Deflection Limits, Including Creep and Shrinkage Effects, as Follows:
 - 1. Total Dead Load: $L/600$
 - 2. Total Dead Plus Live Load: $L/360$
- E. Closure Strips: Locate closure strips at midspan and adjust tendon forces and profiles accordingly. Calculate moments in spans with closure strips assuming a continuous slab. Provide only non-prestressed reinforcement within closure strips. Design reinforcement in closure strip to carry ultimate moment at midspan.

2.4 PRESTRESSING TENDONS

- A. ACI Publications: Comply with ACI 423.7 unless otherwise indicated.
- B. Prestressing Strand: ASTM A416/A416M, Grade 270 (Grade 1860), uncoated, seven-wire, low-relaxation, 0.6- inch diameter strand.
- C. Post-Tensioning Coating: Compound with friction-reducing, moisture-displacing, and corrosion-inhibiting properties; chemically stable and nonreactive with prestressing strand, non-prestressed reinforcement, sheathing material, and concrete.
 - 1. Completely fill annular space between strand and sheathing over entire tendon length with post-tensioning coating.
- D. Tendon Sheathing:
 - 1. Material: Polyethylene or polypropylene with a minimum density of 0.034lb/cu. in.
 - 2. Minimum Thickness: 0.050 inch.
 - 3. Continuous over length of tendon to provide watertight encapsulation of prestressing strand and between anchorages to prevent intrusion of cement paste or loss of coating for a nonencapsulated system.
- E. Anchorage and Coupler Assemblies: Assemblies of prestressing strand, wedges, and anchor or coupler complying with static and fatigue testing requirements and capable of developing 95 percent of actual breaking strength of strand.
 - 1. Anchorage Bearing Stresses: Comply with ACI 423.7 for stresses at transfer load and service load.
 - 2. Fixed-End Anchorage Assemblies: Plant fabricated with wedges seated at a load of not less than 80 percent and not more than 85 percent of breaking strength of strand.
- F. Encapsulation System: Watertight encapsulation of prestressing strand consisting of the following:

1. Encapsulation Caps: Attached to anchorages with a positive mechanical connection and completely filled with post-tensioning coating.
 - i. Encapsulation Caps for Fixed- and Stressing-End Anchorages: Designed to provide watertight encapsulation of wedge cavity. Sized to allow required extension of strand past the wedges.
 - ii. Attach encapsulation caps for fixed-end anchorages in fabricating plant.
 - iii. Encapsulation Caps at Intermediate Anchorages: Open to allow passage of strand.
 2. Sleeves: Attached to anchorage with positive mechanical connection; overlapped a minimum of 4 inches with sheathing and completely filled with post-tensioning coating.
- G. Damaged Cable: Any cables found to be bent, kinked, or otherwise damaged shall be repaired or replaced prior to concrete installation. Any repairs must be documented by the cable provider.

2.5 NONPRESTRESSED STEEL BARS

- A. Support Bars, Reinforcing Bars, and Hairpins:
 1. Steel: ASTM A615/A615M, Grade 60 (Grade 420), deformed.
 2. Galvanized Steel: ASTM A615/A615M, Grade 60 (Grade 420), deformed bars, ASTM A767/A767M, Class I zinc coated after fabrication and bending.
- B. Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening tendons and tendon support bars in place. Manufacture bar supports, according to CRSI's "Manual of Standard Practice," from steel wire, plastic, or precast concrete of greater compressive strength than concrete.

2.6 CONCRETE MATERIALS AND MIX DESIGN

- A. Concrete shall have a compressive strength of not less than 4,000 psi after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C94 specifications for ready-mixed concrete with a 4-inch maximum slump. The concrete mix shall be designed to minimize shrinkage by limiting water and cement content and by using well graded coarse aggregate. Mix design as follows (final mix design shall be subject to review of delegated design structural engineer for the work of this Section):
 1. Compressive Strength: 4000 psi after twenty-eight (28) days.
 2. Cement - Type I or IA. Cement should conform to one of the Standard Specifications for Portland Cement. ASTM C150 OR Specifications for Blending Hydraulic Cements, ASTM C595, excluding slag cement Types S and SA.
 3. Air Entrainment by total volume of concrete shall be 5 percent to 7 percent for 1-inch maximum size coarse aggregate.
 4. Aggregate should conform to Standard Specifications for Concrete Aggregates ASTM C33. For concrete work that is 5 inches thick, the nominal size of the coarse aggregate should not exceed 1 inch.
 5. Do not use fly ash or other additives.
 6. Do not use curing compounds.

2.7 GROUT

- A. Grout Fill at Tendon Cut Off:
 1. Compressive Strength (28 day): 7000 psi. Shrink-resistant grout per ASTM C1107.

2.8 ACCESSORIES

- A. Pocket Formers: Capable of completely sealing wedge cavity; sized to provide the required cover over the anchorage and allow access for cutting strand tail.
- B. Anchorage Fasteners: Galvanized-steel nails, wires, and screws used to attach anchorages to formwork.
- C. Sheathing Repair Tape: Elastic, self-adhesive, moisture proof tape with minimum width of 2 inches (50 mm), in contrasting color to tendon sheathing; nonreactive with sheathing, coating, or prestressing steel.

2.9 PATCHING MATERIALS

- A. One-component, polymer-modified, premixed patching material containing selected silica aggregates and Portland cement, suitable for vertical and overhead applications. Do not use material containing chlorides or other chemicals known to be deleterious to prestressing steel or material that is reactive with prestressing steel, anchorage device material, or concrete.

2.10 FINE GRADING MATERIALS

- A. Fine grading material to be a free draining, loosely compactable material, such as structural fill or crusher fines capable of consistent uniform plane.

2.11 POLYETHYLENE SHEETING

- A. A minimum of two layers, 1 - 6-mil taped, 1 – 20-mil welded, sheeting shall be installed in opposite direction to reduce friction and promote slab compression.

2.12 SOURCE QUALITY CONTROL

- A. Refer to Section 033000 for requirements for testing of concrete materials and mix designs.
- B. Inspect and test stressing tendons before delivery to site for compliance with specified standards.

PART 3 - EXECUTION

3.1 FINE GRADING

- A. From a prepared subgrade, fine grading will be accomplished with the use of a laser-guided machinery, capable of providing a true plane to a tolerance of (1/4" +/-). Average compacted depth of fine grade material to be approximately (2"). Place each layer of the polyethylene sheeting with a minimum overlap of 6".

3.2 FORMWORK

- A. Design formwork to support load redistribution that may occur during stressing operation. Ensure that formwork does not restrain elastic shortening, camber, or deflection resulting from application of prestressing force.
- B. Do not remove forms supporting post-tensioned elements until tendons have been fully stressed and elongations have been approved by Architect.
- C. Do not place concrete in supported floors until tendons on supporting floors have been stressed and elongations have been approved by Architect.
- D. Forms shall be accurately set to the lines and to plus or minus one-quarter inch (1/4" +/-) of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

3.3 INSTALLATION OF NONPRESTRESSED STEEL REINFORCEMENT

- A. Placement of non-prestressed steel reinforcement is specified in Section 033000 "Cast-In-Place Concrete". Coordinate placement of non-prestressed steel reinforcement with installation of post-tensioning tendons.

3.4 TENSION CABLE AND ANCHORS

- A. All cables shall be supported on chairs and loosely tied (2") above grade at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. Strands shall be placed as directed by engineer to achieve a minimum of 125 (P/A)
- B. The perimeter beam cross section is to be 12" x 8". Cable ends are to be anchored approximately (4") below surface of the slab. One continuous #4 rebar 60 grade longitudinally around the beam directly inside the cable anchor on the top and if required a second continuous rebar on the bottom of the cables. Overlapping should be a minimum of 30 x bar diameter.
- C. A maximum horizontal deviation of +/- 6" and 1/2" vertical deviation at each cable is permitted.
- D. A maximum of 12" exposed strands is permitted at the dead-end anchor and 2" at the live end.

3.5 CONCRETE PLACEMENT

- A. The five inch (5") thick slab will be placed either with a laser-screed device capable of providing a surface tolerance to within +/- 1/4" when measured under a 10' straightedge or by using a mechanical screed capable of spanning a minimum of the width of the track. Track slope will adhere with governing body requirements for the respective facility (WA, NCAA, NFHS). Contractor to provide enough manpower to ensure the uniform distribution of concrete ahead of the screed and will not allow substantial build-up of concrete on leading edge of screed.
- B. Concrete to be placed in accordance with ACI specifications for Hot Weather and Cold Weather placement. Concrete reaching 90 minutes past batching time prior to placement will be rejected.

3.6 CONCRETE FINISHING

- A. Following dissipation of bleed water from surface of concrete, finishing operations can begin. Concrete to be finished by any means to provide for a planar surface, free from ridges and depressions. Concrete shall have a pan or a light to medium broom finish to achieve mechanical bond per track surfacing manufacturers recommendations. Edges shall be finished with 1/2" radius edger.

3.7 CONCRETE CURING

- A. Immediately after finishing, the concrete shall be cured in accordance with court surfacing manufacturers recommendations.

3.8 TENSIONING OPERATIONS

- A. After forms are removed and the concrete has set to a minimum of 1,200 PSI, the "half stress" tensioning procedure may be applied to restrict movement and cracking. Approximately one (1) week later when concrete has reached minimum strength of 2,500 PSI, each tendon may be final stressed to a maximum of 80% ultimate breaking strength and anchored at a minimum of seventy (70%) ultimate breaking strength.

Ultimate Breaking Strength	80%	70%
41,300 psi	33,000 psi	28,900 psi

- B. Cable elongation records shall be accurately kept by the contractors Certified PTI Inspector and provided to the owner.
- C. Measured elongation shall be compared to calculated elongation to assure specified tension. Cable elongation to be within +/- 10% of calculated elongation.
- D. Following confirmation of elongation, the cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.

3.9 JOINTS

- A. There will be no joints that are not under tension within the entire slab.

END SECTION

SECTION 107320 - PRE-ENGINEERED FABRIC SHADE PRODUCTS

Part 1 – General

1.1 Scope of Work

Three shade canopy structures are required as part of the base bid and as shown in the drawings. One Multi-Layer Hexagonal Canopy, 50ft diameter, shall be installed in the central plaza area. Two T-Cantilever canopies, 9ft x 17ft, shall be installed in the corridor between courts where shown on the drawings.

1.2 Related Documents

Drawings and general provisions of the Contract, including General Conditions and Division 1 Specifications Sections, apply to this section.

1.3 Summary

The shade structure contractor shall be responsible for design, engineering, fabrication and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the aforementioned functions.

1.4 Submittals

1.4.1 Pre-Bid Submittals

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to International Building Code (IBC) specifications. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide information to establish desired fabric color and power coat color.
- C. Provide proof of all quality assurance items including:
 1. A list of at least five (5) public municipal installations where manufacturer's product as proposed pursuant to this bid has been installed and has been in continuous use for a minimum of five (5) years each.
 2. All manufacturers shall provide proof of a minimum \$ 2,000,000.00 (AG) General Public Liability Insurance, \$ 2,000,000.00 Professional Liability (PL) insurance, \$ 100,000.00 Inland Marine Insurance, and additional \$ 5,000,000.00 Umbrella Liability insurance.

1.4.2 Award of Contract Submittals

- A. Make available wet-sealed structural engineering drawings and calculations
- B. Provide fabric color and powder coat color selections for final order.

1.5 Project Conditions

- A. Field Measurements: verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures. Verify locations by field measurements prior to construction.

1.6 Warranty

- A. The successful bidder shall provide a one (1) year warranty on all labor and materials.
- B. A supplemental non-prorated warranty from the manufacturer shall be provided for a period of ten (10) years on fabric including stitching and twenty (20) years on the structural integrity of the steel, from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contractor documents.
- D. Because of surety requirements, any performance and payment bond that might be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document and will be executed at the time of completion of the work.

Part 2 – Products

2.1 General

The shade products shall be designed and manufactured to the most exacting specifications by skilled craftsmen and certified by Professional Engineers for structural soundness of designs. All shade products are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

Bidder's products must be completely manufactured entirely in its own factory by its own employees, including powder-coating, thereby ensuring complete quality control. Bidder must certify that no aspect of its production – including powder-coating – is contracted out to third parties.

The proposed structure(s) manufactured by Shade Systems, Inc.TM or approved equal, shall be modular and prefabricated, and include the structural steel frame, fabric roof, steel cables and all fasteners.

- A. Owner to provide. Contractor to install. Refer to Bid Form for install add alternate.
- B. **Basis of Design: Shade Systems, Inc.**
- 4150 SW 19th Street Ocala, FL 34474
 - (800) 609-6066 Tel
 - (352) 237-2256 Fax
 - Contact: Jeremy Purkis
 - Email: Jeremy@shadesystemsinc.com www.shadesystemsinc.com
- C. Or Approved Equivalent: Standard for approved equal. Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.
- D. Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following standard specifications:
- Wind Speed (Frame only): 165 M.P.H.
 - Wind Speed (Frame w/canopy): 90
 - M.P.H. Live Load: None
 - Snow Load: None
- Optional designs with greater wind speeds, live loads, and snow loads are available.*
- E. Material: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Product-Specific requirements. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.
- F. Packaging: All metal posts, rafters and beams shall be wrapped in plastic and cardboard to protect the powder coat finish during shipping.
- G. Weldments: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of the shade products.
- H. Posts, Structural Frame Tubing, and Hardware: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile

strength of 45,000 psi on all posts.

- I. All tubing shall be pre-cut to appropriate lengths, and all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel

Architectural Powder-coating Process: All powder-coated parts undergo a rigorous multi- step process to ensure colorfastness and durability per the specific sequential steps itemized below. All parts are completely sandblasted, pre-treated, and coated with coastal primer prior to powder coating. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

The following seven (7) specific steps shall occur in sequence:

1. **Sandblasting.** All powder-coated parts shall be completely sandblasted with the use of 80 grit garnet abrasives.
2. **Mechanical smoothing.** A traditional mechanical method shall be used for removing remaining foreign matter for surface preparation by use of sanding, grinding, and rounding rough edges to smoothness.
3. **Initial Surface Preparation.** A heavy-duty liquid cleaner such as *Calvary Industries Inc Cal Clean 675 or equivalent* shall be applied for initial surface preparation.
4. **Corrosion resistant Coating.** A liquid detergent iron phosphate, such as *Calvary Industries Inc, Cal Prep 63 or equivalent*, shall be applied, thereby resulting in a superior quality corrosion resistant coating.
5. **Final Surface Preparation.** All parts shall then be sealed using a reactive, non-chrome sealer product such as *Calvary Industries, Advantech S1488E Sealer* or equivalent. The sealer enhances corrosion protection and increases paint adhesion, effectively increasing salt spray hours on all metal substrates.
6. **Coastal Primer.** Prior to powder-coating, a rust inhibiting coastal primer shall be applied on all parts, such as *PPG EnvirocronTM* or equivalent. The coastal primer coating provides a combination of good physical and chemical resistance properties, and is the ideal solution for smooth, low-bake durability and physical property requirements for the most demanding environments.

Primer attributes:

Gloss (ASTM D-523):	0-10 @ 60°
Adhesion (ASTM D-3359):	100% (5B Pass)
Hardness (ASTM D-3363):	2H Pencil
(Eagle) Impact Resistance (ASTM D-2794):	80
In.-lbs. Direct Conical Mandrel (ASTM D-522):	1/8" - No
Cracking Salt Spray (ASTM B-117):	4000 Hours

Pass	1000 Hours (degrease only)
Humidity (ASTM D-1735):	100F, 100% RH-2000+ Hours
Scab Corrosion (SAE-J2334):	120 Cycles - Pass
Film Properties (Thickness):	2 mils

7. **Application of Powder-Coating.** Lastly, *PPG Envirocron™ Ultradurable or equivalent* powder coatings shall be used to provide a combination of excellent physical and chemical resistance properties, outstanding resistance to outdoor weathering, and a durable and uniform final coat.

Powder Coat Characteristics:

Gloss (ASTM D-523):	80 Minimum @ 20°
Gloss (ASTM D-523):	80 Minimum @ 60°
Adhesion (ASTM D-3359):	100% (5B Pass)
Hardness (ASTM D-3363):	2H Pencil
(Eagle) Impact Resistance (ASTM D-2794):	40 In.-lbs. Direct
	20 In.-lbs. Reverse
Conical Mandrel (ASTM D-522):	1/8" Mandrel - No
Cracking Salt Spray (ASTM B-117):	1000 Hours Pass
	< 1/8" Scribe Creep
	No Blisters
Humidity (ASTM D-1735):	1000 Hours Pass
	< 1/16" Scribe Creep
	No Blisters
Film Properties (Thickness):	3 mils

- I. Standard Footings: Footings shall be designed per stringent International Building Code (IBC) for the specified structure. Columns will be provided as standard direct embedment. Other footing designs are available. Contractor, after bid award, to submit signed and sealed concrete footings for both canopy systems shown for approval.
- J. Roofing: Structural frames and/or fabric sails are designed by Shade Systems only for use with CoolNet™ polyethylene shade fabric or approved equivalent. Fabric is attached to frame or columns using stainless steel and clear vinyl coated cable. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

2.2 Fastening System (**Frame Structure**)

- A. Coolnet™ Shade Fabric, or approved equivalent, shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and

clamped at each end. Fastening System to consist of the Turn-N-Slide™ or approved equivalent, fastening device which is factory installed at each roof rafter corner. The Turn-N-Slide features a concealed mechanism which allows the attachment hook and sleeve at each rafter corner to move along a track in the rafter. Cables are attached to hook which is welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism. Rafters are sealed with no penetrations on the top side, thereby preventing water from entering. Such moving sleeve with hook allows the looped ends of each cable to slide over the hook when the sleeve is at its upper position, and then by turning the concealed fastener within the rafter, moves the sleeve with hook outward (toward end of rafter), thereby tensioning the cables and securing the fabric at the proper tautness. A locking cap is secured at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the Turn-N-Slide mechanism. To remove the canopy, the cap is removed, and the mechanism rotated counter-clockwise. The sleeve with hook moves inward (toward peak of roof), thereby de-tensioning the cables, and allows fast removal of the canopy. Continuous one-piece cables, cables which are not independent per side and pre-looped and clamped at the factory, and/or cables which must be tensioned with the use of turnbuckles or tools not provided by the manufacturer are not acceptable. Structures which do not feature the Fastening Mechanism on each and every rafter or fastening mechanisms which do not feature a sealed top rafter and moving outer sleeve such as the Turn-N-Slide, are not acceptable.

- B. Fastening System Instructional Video: Product must be delivered complete with a minimum 5-minute instructional video on a USB Flash Drive. Video must show the viewer the exact procedure for removing and re-attaching canopy using an actual shade structure in the field. Submittals which do not include the video on a USB Flash Drive are not acceptable.

2.3 Fastening System (**Sail Structure**)

- A. CoolNet™ Shade Fabric, or approved equivalent, shall be delivered complete with fastening system installed. Fastening System to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate includes a stainless-steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach to posts with u-bolts or 'S' hooks, and which do not use a stainless-steel bracketing system similar to the above are not acceptable.

2.3 Fabric

- A. Shade Fabric: Knitted of monofilament and tape construction high density polyethylene with Ultra-Violet (U.V.) stabilizers and flame retardant. CoolNet™, or approved equivalent, offers the ultimate combination of maximum sun protection, strength and durability to ensure maintenance free long-life performance. UV- Block Factor varies by standard color offered from 90% to 97%.

Coolnet™ Properties:

Nominal Fabric Mass:		Min. 340 g/m ² // 10 oz/yd ²
Fabric Thickness:	ASTM D5199-12	.06 inch
Temperature Range:		-50°F to 248°F
Roll Width:		9 ft. 10 in.
Roll Length:		131 ft.
Tensile Strength:	ASTM D5034-09	Warp (189.1 lbf) / Weft (462.3 lbf)
Elongation:	ASTM D5034-09	Warp (88.7%) / Weft (49%)
Tongue Tear:	ASTM D2261-13	Warp (39.6 lbf) / Weft (43 lbf)
Burst Strength:	ASTM D6797-15	408.0 lbf
Flammability:	ASTM E-84 Class A	
Lead:		PASS
Phthalate:		PASS

CoolNet™ Shade Fabrics, or equivalent, shall meet the most stringent Fire Standards for shade fabrics including CSFM 1237.1 and NFPA 701 across all color variants.



All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W.L. Gore & Associates).

- B. Color selection: Owner shall approve a standard color from those shown below.

Color	Weight (oz/yd²)	Shade Factor %	UVR Block %
Canary Yellow	10	78	93
Oyster Grey	10	80	92
Eggshell White	10	78	94
Lime Green	10	88	91
Fire Orange	10	81	92
Blizzard Blue	10	87	93
Grape Purple	10	88	91
Desert Sand	10	86	93
Rivergum Green	10	90	94
Bright Red	10	80	90
Mocha Brown	10	94	96
Charcoal Grey	10	94	94
Bora Bora Blue	10	90	93
Lagoon Blue	10	90	94
Stormy Grey	10	95	97
Barley Brown	10	89	94
Brick Red	10	91	92
Silver Grey	10	90	92
Light Blue	10	91	94
Navy Blue	10	93	94
Aquatic Blue	10	88	92
Forest Green	10	93	94

Part 3 – Execution

3.1 Installation

Installations of shade structure(s) shall be performed by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.

A. Concrete

1. Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318.
2. All reinforcement shall conform to ASTM A-615, Grade 60.
3. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual, and Manual of Standard Practice.

END OF SECTION 107320

SECTION 116850 OUTDOOR SPORTS EQUIPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide equipment and materials, and do work necessary to construct or provide the following, as indicated on the Drawings and as specified. Work shall include but shall not be limited to:
 - 1. Pickleball Equipment
 - a. Netting system
 - b. Windscreen
 - 2. Drinking Fountain

1.2 RELATED WORK

- A. 323113 – Chain Link Fences and Gates (Inline Ball Net System and Backstop Framing)
- B. Post Tension concrete

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Show application to project
 - 2. Show fabrication and installation of backstop assembly and foul ball poles. Include plans, elevations, component details, and attachments to other Work.
- B. Performance Requirement submittals:
 - 1. Provide sealed structural drawings by a professional engineer for backstops, windscreens, ball net inline uprights and footing design and goalpost footing design.
 - 2. Backstop System: Backstop support system shall be capable of supporting installed netting.
 - a. Contractor to submit sealed shop drawings by State licensed engineer
- C. Product Data: Submit manufacturer's product data and samples as noted for the following: (AS APPLICABLE)
 - 1. Windscreen Fabric
 - a. 3 samples of screen material one square ft each
 - 2. Pickleball Net, posts, anchor.
 - 3. Drinking Fountain

1.4 QUALITY ASSURANCE

- A. Installer of outdoor sports equipment shall be the same as or under the direct supervision of the Playing Field Contractor.

1.5 WARRANTY

- A. General Warranty: Special warranties specified in this Section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranties:
 - 1. Equipment: Written warranties, executed by the manufacturer of each piece of equipment specified agreeing to repair or replace equipment or components that fail in materials or workmanship with specified warranty period.
 - a. Warranty Period: Per the manufacturer.
 - 2. Windscreen Warranty – minimum of 3 years

PART 2 - PRODUCTS

- A. Windscreen – Fencing
 - 1. General (open mesh)
 - a. Vinyl coated Polyester fabric, weather resistant, woven open mesh curtain, weight 7.0 oz per square yard. Borders: 1-1/2 inch wide reinforced band with brass grommets spaced 18 inches on center on all four sides, center reinforcement center fastening. Attachment: Manufacturers standard self-locking tie wraps. Provide following or approved equal. Total height and width as shown on drawings.
 - b. Standard color (dark green or black) to be approved by Owner
 - c. Reinforced air vents per manufacturers recommendations.
 - 2. Product
 - a. Vinyl Coated Polyester, Open Mesh (VCP) 21620
 - b. 6' Height Model 21402 (No air vents), Carron Net 1) Air vents reinforced with webbing at edges.
 - c. Approved equal
 - 3. Suppliers
 - a. Douglas Sport Nets and Equipment, (800) 553-8907, www.douglas-sports.com
 - b. Carron Net Co., (888) 289-6387, www.carronnet.com
 - c. Approved Equivalent
 - 4. Provided by owner. Contractor to install.

2.2 PICKLEBALL EQUIPMENT

- A. Pickleball Net Posts and ground sleeve
 - 1. 3" OD Posts with net tightener, top pulley and ground sleeve by the following or approved equal. Removable or folding winder handle.
 - 2. Product: DTP-37
 - 3. Supplier: Douglas Sport Nets and Equipment, (800) 553-8907, www.douglas-sports.com
 - 4. Approved Equivalent

- B. Pickleball Posts and ground sleeve:
 - 1. Post:
 - a. Model: Douglas Premiere XS Pickleball Posts
 - b. Finish: Black, powder coated.
 - c. Height: 54" total, 36" above court surface.
 - d. Complete with welded lacing rods, die cast zinc, caps and gear housing.
 - 2. Ground Sleeve:
 - a. Aluminum
 - 3. Supplier: Douglas Sport Nets and Equipment, (800) 553-8907, www.douglas-sports.com
 - 4. Approved equivalent
 - 5. Provided by owner. Contractor to install.
- C. Pickleball Net:
 - 1. Model: Douglas Pickleball Net #20105P
 - 2. Size: 30" H, 22' L, suspend over court surface.
 - 3. Color: black
 - 4. Material: Vinyl Coated Polyester with 2 Play Headband, 1-3/4" square mesh braided polyethylene.
 - 5. Supplier: Douglas Sport Nets and Equipment, (800) 553-8907, www.douglas-sports.com
 - 6. Approved Equivalent
 - 7. Provided by owner. Contractor to install.

2.3 DRINKING FOUNTAIN:

- A. Suppliers
 - 1. Most Dependable Fountains Inc, 2440 SMSS w/ Optional Bottle Filler.
 - 2. Elkay LK4420BF1U / Freestanding Bottle Filling Station / Filter less, non-refrigerated
 - 3. Approved Equivalent
- B. Color as selected by owner.
- C. Provided by owner, installed by contractor

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install in accordance with manufacturers recommendations and approved shop drawings.
- B. Tennis Equipment
 - 1. Tennis Net System
 - a. Install per instructions of the manufacture.

- b. Footing installation included. Review drawings for location and layout.
 - c. Install one complete set for each tennis court.
 - C. Drinking Fountain
 - 1. Install per manufacturers instructions and as per documents.

END OF SECTION

SECTION 322579 PICKLEBALL COURT SURFACING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of Pickleball court surfacing is shown on the drawings and includes:
 - 1. Pickleball court surfacing system
 - 2. Line paint court markings

1.2 RELATED WORK

- A. Pickleball court post-tension concrete pavement is specified in Section 033816 "Unbonded Post-Tension Concrete."

1.3 ENVIRONMENTAL CONDITIONS

- A. Weather Limitations: Surface temperature is 50 degrees F (10 degrees C) and rising to allow for proper application and curing. Do not apply if the surface temperature is in excess of 140 degrees F (60 degrees C). Do not apply when the surface is wet or if rain is imminent or forecast, or if nighttime temperatures are to be lower than 45 degrees.
- B. Materials are water-based acrylic and are to be kept from freezing during storage, transit, and installation.

1.4 SUBMITTALS

- A. Submit manufacturer's technical data for products used in this section.
- B. Submit color samples for court surfacing. Final colors to be selected by Owner.
- C. Certified installer documentation by the manufacturer.

1.5 QUALITY ASSURANCE

- A. The installer shall be certified as an approved installer by the manufacturer and have a minimum of 5 years' direct project-related experience installing one of the products specified in this section. The installer shall also have completed a minimum of 10 successful court installations with one of three materials specified.

1.6 DELIVERY

- A. Materials shall be delivered to the site in sealed, properly labeled containers and stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Mixing with clean fresh water shall only be done at the job site. Coverage rates are based upon material type, prior to mixing with water as directed by the manufacturer.

1.7 WARRANTY

- A. The Contractor shall guarantee the work against defective materials or faulty workmanship for the period of one (1) year and that the colored surface will not wear through for a period of two (2) years from the date of completion.

PART 2 - PRODUCTS

2.1 COLOR SURFACING [Look for a vendor that is local or in the region]

- A. Color coat system to be an exterior acrylic color sealer and non-cushioned surfacing system for application onto an unbonded post-tension concrete base. Acceptable product manufacturers include the following or an approved equal:
 - 1. Nova Sports, USA, Framingham Mass., (800) 872-6682
 - 2. Deco Surfacing Systems, Cambridge, Mass., (800) 332-6178.
 - 3. California Products, Plexipave System, Cambridge, Mass. (800) 225-1141
 - 4. Copeland Coating Co., Nassau, NY (800) 303-4219

2.2 MATERIALS

A. GENERAL PRODUCT DESCRIPTION

- 1. Color coat system to be an exterior acrylic color sealer and non-cushioned surfacing system for application onto a concrete pavement base. Color coat to be three colors with white lines. Owner to have final approval on color selection.

B. CRACK and LEVELING COURSE:

- 1. Acrylic emulsion specifically designed for mixing with dry 40-60 mesh silica sand and portland. It is used for patching cracks, leveling low spots, and smoothing out paving surface irregularities resulting in a smooth, fine textured base layer. Lifts not to exceed 1/4" in thickness.

C. RESURFACER COAT:

- 1. Resurfacer coats shall be applied over new concrete to eliminate surface porosity by filling and smoothing. This coating is to provide a uniform surface texture. The product shall consist of a heavy bodied asphalt emulsion with fibers added and 60 mesh silica sand at a rate of nine pounds per gallon. Apply at a rate of 1 gallon of concentrate per 8 square yards. Provide two coats.

D. FILLER COAT

- 1. Filler coats shall be applied over resurfacer coats to add a uniform pigmented

texture. The material consists of 100% acrylic emulsions, mineral fillers, reinforcing pigments, and pure silica sand. The speed of ball play is adjusted with this coating. Install at a rate of 60 gallons of concentrate per court, per each coat. Provide two coats.

E. FINISH COAT

1. Final coat applied to the surface consisting of a 100% acrylic emulsion with full pigmentation. This will be a 3-color court design. Standard color(s) shall be used out-of-bounds, kitchen area, and service areas. Final approval by owner prior to installation. Install at a rate of 55 gallons of concentrate per court, per each coat. Provide two coats.

F. STRIPING PAINT

1. White line paint is to be 100% acrylic emulsion.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Installer must examine the areas and conditions under which the tennis court surfacing system is to be installed. Notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. New concrete surfaces shall be allowed to cure a minimum of 30 days prior to the application of the tennis court surfacing system.

3.2 INSTALLATION

- A. Installation of the tennis court surfacing system shall be in strict conformance with manufacturer's instructions and specification.

3.3 SURFACE PREPARATION

- A. Prior to the surfacing applications, the concrete shall be thoroughly cleaned (if needed) by the use of a power broom or power washer. Check for minor surface depressions or irregularities. After the courts have been flooded and allowed to drain off, remaining depressions covering the thickness of a nickel shall be marked and filled with the base/filler course material. After filling, the surface shall not vary by more than 1/8" in 10 feet measured in any direction. Final flooding of the courts for purposes of identifying depressions is to be carried with Engineer present.

3.4 ACID ETCHING

- A. If a compatible sealer is not used on the concrete, the concrete surface must be etched with muriatic acid, diluted with water at one part acid to ten parts water (always pour acid into water). Keep surface moist ahead of acid etching procedure. Brush acid into surface with a stiff broom. Acid solution should foam when poured onto concrete. Scrub surface to remove all dirt, as acid will not affect dirt. Flush the surface thoroughly with water after acid solution stops foaming. Do not allow the acid etching mixture to dry on the surface.

3.5 MIXING

- A. Dilution and mixing shall be in conformance with manufacturer's mixing instructions. Mixing shall occur on site.
- B. Thorough mixing is required. A mechanical mixer shall be used, and the mixture shall be stirred until homogeneous. Periodic mixing shall take place as the job progress to ensure consistent application.

3.6 APPLICATION

- A. Using a flexible rubber squeegee, apply the material parallel to one of the sides of the surface area. Care is to be taken not to leave ridges where adjoining applications overlap. When the first application has cured the next coat may be installed at 90 degrees to the previous application.
- B. Before applying a next coating, each application must be allowed to dry until the moisture content is less than 10, as measured by an electronic moisture detector such as the Delmhorst BD-8. Completed projects are allowed 48 hours before releasing for play.
- C. Acrylic coatings take 2-3 weeks to fully cure, depending on temperatures and humidity. Cleaning of the surface during this period may cause damage to the surface.

3.7 WHITE STRIPING PAINT

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Painted Lines for Tennis Courts:
 - 1. White paint as specified and compatible with the surfacing system. 2" thick stroke typical.
 - 2. Apply with approved equipment and experienced personnel.
 - 3. All lines shall have sharp crisp edges and corners and shall be snap line straight.
- C. Layout of court markings is to conform to dimensions and guidelines set forth by USA Pickleball, U.S. Tennis Court and Track Builders Association and by those conforming to ITA standards.

3.8 CLEAN-UP

- A. Upon completion, the contractor shall remove all containers, surplus materials, and debris and leave the site in a clean and orderly condition acceptable to the owner. All containers shall be disposed of in accordance with state, local and federal regulations.

END OF SECTION 322579

SECTION 323113 CHAIN LINK FENCE AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the installation of
 - 1. Chain link fence and gates, as shown on the Drawings and as specified herein.
- B. All chain link fence shall be thermally bonded polyvinyl chloride (PVC), plastic resin finish over galvanized steel wire.
- C. All gate frames, posts, top rails, and gate hardware shall be powder coated.

1.3 RELATED WORK (Use as applicable, verify specification section numbers, headings)

- A. 033816 - Unbonded Post-Tension Concrete

1.4 QUALITY ASSURANCE

- A. Comply with standards of the Chain Link Fence Manufacturer's Institute.
- B. Provide steel fence and related gates as a complete system produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings.
- C. Comply with ASTM A-53 for requirements of Schedule 40 piping.
- D. Height of fence shall be measured from the finish grade to the top of post.

1.5 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails, and fittings
 - 2. Chain link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections details of post anchorages, attachment, bracing, and other required installation and operational

clearances.

- C. Samples for Verification: for each type of chain-link fence and gate indicated.
 - 1. PVC coated steel wire (for fabric) in 6-inch (150-mm) lengths on shapes for posts, rails, wires, and gate framing.
 - 2. Two-stage powder coat finish, in 6-inch (150-mm) lengths on shapes for gate framing, posts, rails, wires and gate hardware.
- D. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.
 - 1. Strength test results for framing according to ASTM F 1043.
- E. Qualification Data: For installer
- F. Field quality-control test reports.
- G. Maintenance Data: For the following to include in maintenance manuals:
 - 1. Polymer Finishes
 - 2. Galvanized Finishes
 - 3. Powder Coat Finishes

1.6 Quality Assurance

- A. Installer Qualifications:
 - 1. An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 - 2. Contractor to submit sealed engineering drawings by a state licensed engineer verifying footing and steel pole diameters / sizes
- B. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination"

1.7 Project Conditions

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 STEEL FRAMEWORK

- A. Fencing: Unless noted otherwise on drawings, **Actual OD** Framework Sizes shall be the following:

Fence Height	Line Posts	End, Corner & Pull Posts	Mid, Bottom Rails & Braces	Top Rail	Gate Frames	Gate Posts	Concrete Foundation Dia.		Depth/ Frost Line
							Diameters	Corner/End	
							Line Posts	Pull & Gate Posts	
3'	1-5/8"	2"	1-1/4"	1-5/8"	1-5/8"	3"	12"	12"	3'
3'-6"	1-5/8"	2"	1-1/4"	1-5/8"	1-5/8"	3"	12"	12"	3'
4'	1-5/8"	2"	1-1/4"	1-5/8"	1-5/8"	3"	12"	12"	3'
4'-6"	1-5/8"	2"	1-1/4"	1-5/8"	1-5/8"	3"	12"	12"	4'
5'	1-5/8"	2"	1-1/4"	1-5/8"	1-5/8"	3"	12"	12"	4'
6'	2"	2-1/2"	1-1/4"	1-5/8"	1-5/8"	3-1/2"	12"	18"	4'
8'	2"	3"	1-1/4"	1-5/8"	1-5/8"	3-1/2"	12"	18"	4'
10'	3"	3"	1-1/4"	1-5/8"	1-5/8"	3-1/2"	18"	18"	4'
12'	3"	3-1/2"	1-1/4"	1-5/8"	1-5/8"	3-1/2"	18"	18"	5'
16'	3-1/2"	3-1/2"	1-1/4"	1-5/8"	1-5/8"	3-1/2"	18"	18"	5'

2.2 CHAIN LINK FABRIC

- A. General: Height indicated on Drawings. Provide fabric in one-piece heights for fence heights up to 10 feet measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
1. Steel Wire Fabric: Polymer-coated wire
 - a. 0.148 inch (9 gauge) diameter for fences and gates
- B. Mesh Size:
1. 2 inches for fences
- C. Selvages: Knuckled top and bottom.

2.3 SWING GATE FRAMES

- A. Assemble gate frames with fully coped welds as shown on the Drawings or on Shop Drawings approved by the Engineer.
1. All ferrous metal components shall be blast cleaned to and SSPC-6 commercial blast clean.

2.4 GATE HARDWARE

- A. Hinges: Non-lift-off type, offset to permit 180-degree swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
- B. Latch: Provide plunger bar type complete with flush plate set in concrete for all single gates over 10 feet and fulcrum style double gate latches for all double gates over 10 feet. Padlock eye shall be an integral part of latch construction.
 - 1. Provide plunger bar complete with flush plate set in concrete on each gate leaf
 - 2. Provide flush plate set in concrete for both the full open position and full closed position
- C. Keeper for Vehicle Gates: Provide keeper which automatically engages the gate leaf and holds it in open position until manually released

2.5 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Post Tops: Steel, wrought iron, or malleable iron
- B. Stretcher Bars: One piece equal to full height of fabric, minimum cross-section 3/16 inch x 3/4 inch.
- C. Metal Bands (for stretcher bars): Steel, wrought iron, or malleable iron, to secure stretcher bars to end, corner, pull and gate posts.
- D. Wire Ties:
 - 1. For tying fabric to line posts, rails, and braces: 9 gauge steel wire.
 - 2. For tying fabric to tension wire: 11 gauge steel hog rings.
- E. Truss Rods: 3/8 inch diameter.
- F. Tension Wire: 7 gauge coiled spring steel wire.
- G. Angle Beams, I Beams and Steel Shapes: ASTM A-36.
- H. Bolts and Nuts: ASTM A-307, Grade A.

2.6 FINISHES

- A. Steel Framework:
 - 1. PVC Coated Pipe
 - a. Metallic coating: Weight of Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating, ASTM F 1345, Type III, Class 2, 1.0 OZ./SQ. ft. (305 g/sq. m).
 - b. Thermally-bonded polyvinyl chloride (PVC), plastic resin finish,

ASTM F 668, Class 2, not less than 10 mils (.010") thick over metallic-coated steel wire.

- c. Color: Black, complying with ASTM F 934.

B. Chain Link Fabric:

1. PVC Coated Chain Link Fabric:

- a. Metallic coating: (Zinc coating Class 2 Midwest) Weight of Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating, ASTM F 1345, Type III, Class 2, 1.0 OZ./SQ. ft. (305 g/sq. m).
- b. Thermally-bonded polyvinyl chloride (PVC), plastic resin finish, ASTM F 668, Class 2, not less than 10 mils (.010") thick over metallic-coated steel wire.
- c. Color: Black, complying with ASTM F 934.
- d. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.

C. Gates:

1. Colored Powder Coated Framework

- a. Powder for coating shall be a polyester-based thermal setting resin.
- b. Powder coat system shall meet or exceed the following test requirements:
 - 1) Direct Impact Resistance: ASTM D 2794-93, up to 160 in.-lbs.
 - 2) Flexibility: ASTM D 522-93, Method B, equal to or less than a ¼ inch mandrel
 - 3) Pencil Hardness: ASTM D 3363-93a, HB-2H
 - 4) Crosshatch Adhesion: ASTM D 3359-97, Method B, 5B
 - 5) Salt Spray Resistance: ASTM B 117, plus 1,000 hours
 - 6) Humidity Resistance: ASTM D 2247, plus 1,000 hours

2. Chain Link Fabric on gate same as finish same for fencing

D. Fence and Gate Hardware, Miscellaneous Materials, Accessories:

1. Fence Hardware, Materials and Accessories:

- a. Per fence finish requirements

2. Gate Hardware, Materials and Accessories:

- a. Per gate finish requirements

3. Angle Beams, I Beams, and Steel Shapes: Galvanized in accordance with ASTM A-123, 2.0 oz zinc per sq. ft.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work and other conditions affecting performance.
 - 1. Begin installation after coordinating work and timing with post tension concrete installer and rough sub grading is complete.
 - 2. If unsatisfactory conditions are present, proceed with installation only after they have been corrected.

3.2 PREPARATION

- A. Coordinate chain link fence and gate installation with completion of finished grading and installation of adjacent finish court materials.
- B. Stake locations of fence lines, gates, and terminal posts. Indicate locations of utilities, irrigation system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION

- A. Space posts equidistant in the fence line with a maximum of 10 feet on center or as shown on drawings.
- B. Footings: Excavate holes as indicated for fence and gate posts. Excavate footings to depths and widths as noted in Specifications or on drawings. Install gravel drainage material in bottom of hole as shown on the drawings
- C. Setting Posts and Footings at Concrete Areas: Set posts in center of hole. Embed post so that bottom of post is flush with the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish elevation on top of footing to be coordinated with bottom elevations of post-tension system or as shown on drawings. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
- D. Protect fence posts with a wrap to eliminate contamination from future concrete installation or playing field installation.
- E. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet.
- F. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
- G. Install intermediate rails in one piece between posts and flush with post on fabric side using special offset fittings where necessary.

- H. Diagonally brace corner posts, pull posts, and terminal posts to adjacent line posts with truss rods and turnbuckles.
- I. Attach chain link fabric so that the top knuckles are flush or slightly below top of top rail.
- J. Attach fabric to player's side of fence. Bottom of fabric to be set on finished grade of concrete surface. Thread stretcher bars through fabric using one bar for each gate and end post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30-pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches on center. Fasten fabric to steel framework with wire ties spaced 12 inches on center for line posts and 24 inches on center for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.
- K. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and score excess threads.
 - 1. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws.
- L. Tension Wire: Support bottom edge of fabric with coil spring tension wire. Weave tension wire through fabric or fasten with hog rings spaced 24 inches on center. Tie tension wire to posts with 9-gauge wire ties.
- M. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary. Attach fabric as for fencing. Install ground-set items in concrete as shown on the drawings.
- N. Touch Up: Small nicks or other blemishes shall be touched up with paint materials suitable for and matching the finish of the damaged material. Severely damaged fencing /gates deemed as unacceptable at the sole discretion of the Owner, or its representatives shall be replaced at the contractor's expense.

END OF SECTION 323113

GEOTECHNICAL ENGINEERING REPORT

Longview Community Center Pickleball Courts
Lee's Summit, Missouri

Prepared for:

City of Lee's Summit, Missouri



January 2025

Olsson Project No. A24-02856

Missouri Certificate
of Authorization #: 001592





January 15, 2025

City of Lee's Summit Missouri
Attn: Mr. Steve Casey
22 SE Green Street
Lee's Summit, Missouri 64063

RE: Geotechnical Engineering Report
Longview Community Center Pickleball Courts
3801 SW Longview Road
Lee's Summit, Missouri
Olsson Project No. A24-02856

Dear Mr. Casey,

In general accordance with our "Master Agreement Work Order #2" dated July 11, 2024, **Olsson, Inc.** has completed the authorized geotechnical exploration for the proposed Pickleball Courts at the Longview Community Center. This report summarizes the project characteristics, presents the findings of the exploration and laboratory testing, discusses the observed subsurface conditions, and provides our geotechnical engineering recommendations for the development of the Longview Community Center Pickleball Courts. A boring location map, boring logs, and a description of our exploration program, are provided in **Appendix A**.

We appreciate the opportunity to provide our geotechnical engineering services for this project and are prepared to provide construction phase services as well. If you have any questions or need further assistance, please contact us at your convenience.

Respectfully submitted,
Olsson, Inc.
Missouri Certificate of Authority No. 001592

A handwritten signature in blue ink, appearing to read "JD Putnam", with a long, sweeping horizontal stroke extending to the right.

JD Putnam, EI
Associate Engineer
913.748.2684

jputam@olsson.com

A handwritten signature in blue ink, appearing to read "Ian A. Dillon", with a stylized, circular flourish at the end.

Ian A. Dillon, PE
Senior Geotechnical Engineer
913.748.2527

idillon@olsson.com

TABLE OF CONTENTS

- 1. Project and Site Information 1
- 2. Subsurface Conditions 3
 - 2.1 Subsurface Profile 3
 - 2.2 Water Level Observations 3
- 3. Geotechnical Considerations..... 4
- 4. Earthwork Considerations 5
 - 4.1 Demolition of Existing Facilities 5
 - 4.2 Site Preparation..... 5
 - 4.3 Structural Fill 6
 - 4.4 Drainage and Groundwater Considerations 7
- 5. Report Limitations 8

LIST OF FIGURES

- Figure 1. Proposed Park Layout..... 1
- Figure 2. Approximate Extents of the Proposed Pickleball Plaza 2

LIST OF TABLES

- Table 1. Structural Fill Placement Guidelines..... 6

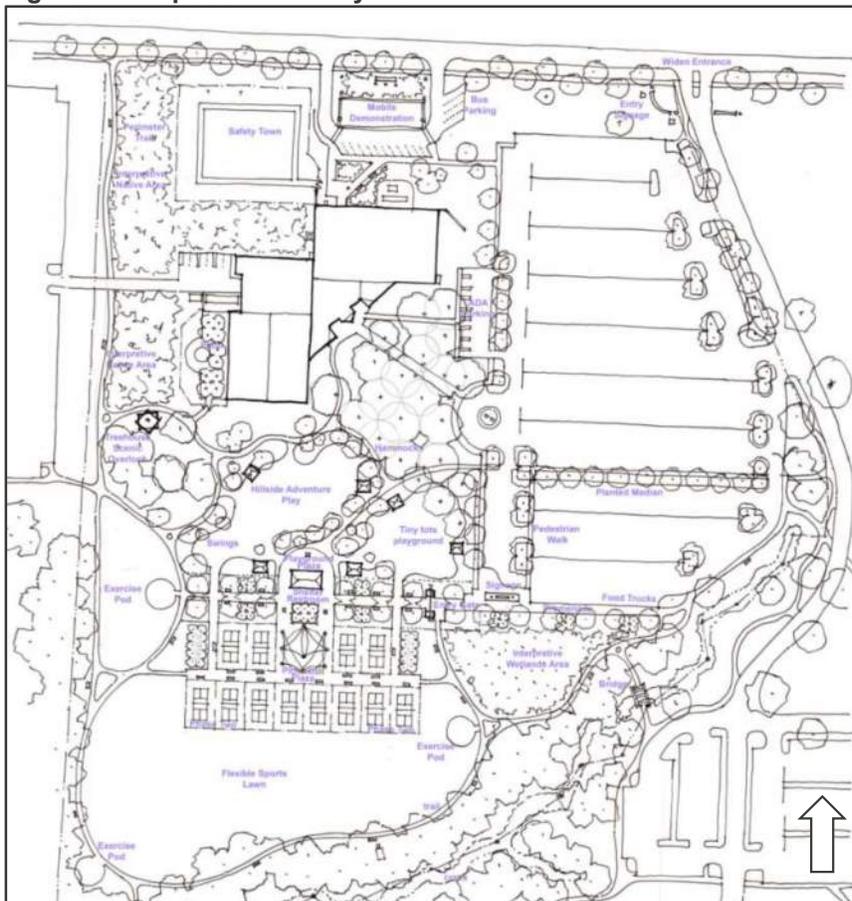
APPENDICES

Appendix A Exploration Maps, Logs, and Information

1. PROJECT AND SITE INFORMATION

We understand the project consists of a new multi-use community park around the existing Longview Community Center at 3801 SW Longview Road in Lee's Summit, Missouri. A proposed layout of the park is presented in **Figure 1**. The park will consist of up to 12 individual pickle ball courts within a designated pickleball plaza, ancillary structures, and additional park related areas. Subsurface exploratory borings were advanced in the designated pickleball plaza, Hillsides and Tiny Tots Playground areas. The scope of the report pertains only to the pickleball plaza. Recommendations for all other aspects of the proposed park are outside the scope of this report.

Figure 1. Proposed Park Layout



The proposed pickleball plaza is located within the existing baseball field (**Figure 2**). Within the area of the proposed pickleball plaza, the existing site slopes down from the northeast to the southwest with existing surface elevations ranging from 927 feet to 933 feet.

Figure 2. Approximate Extents of the Proposed Pickleball Plaza



2. SUBSURFACE CONDITIONS

2.1 Subsurface Profile

The appended borehole reports represent subsurface conditions at the specific boring locations at the time of our field exploration; variations may occur between or beyond the borings. The stratification lines shown on the logs represent the approximate boundary between material types. However, the transition between layers may be gradual. The general characteristics of each soil stratum are summarized below, with more detailed descriptions provided on the borehole reports in [Appendix A](#).

The subsurface soils consist of cohesive loess and residuum from weathered shale underlain by shale and limestone bedrock. Isolated areas of previously placed fill soils were encountered underlying the rootzone surface near the community center building. Where encountered (Boring B-7), the fill had an approximate thickness of 3 feet and consisted of clayey soils intermixed with silt, sand, gravel and organics. The native soils were generally firm to stiff, highly plastic, silty, and moist. The native soils extended to depths ranging from 7 feet to 14 feet.

Underlying the native soils, shale and limestone bedrock belonging to the Linn Subgroup was encountered and extended to the base of the borings. The shale was able to be penetrated by the drill crew's continuous carbide tipped flight augers. Borings B-1, B-3, B-4, B-6 and B-8 all terminated in the shale at a depth of 15 feet. Borings B-2, B-5, and B-7 penetrated into limestone around 6 inches before resulting in auger refusal. Depths to refusal at these borings ranged from 10.5 feet (B-2 and B-5) to 15 feet at B-7.

2.2 Water Level Observations

Water level measurements were made during and immediately after the completion of each boring. Subsurface water was not observed in the borings during either condition. The lack of groundwater should not be construed to represent a permanent or stable condition. Variations and uncertainties exist with relatively short-term water level observations in boreholes. Water levels can and should be anticipated to vary between boring locations, as well as time within specific borings. Water can become perched near the interface between different materials such as fill and native clay soils, along with clay soils and bedrock. Long-term monitoring with piezometers generally provides a more representative indication of the potential range of subsurface water conditions. Such monitoring was not completed as part of this exploration. **Olsson** can provide additional monitoring upon written request of the Project Owner.

3. GEOTECHNICAL CONSIDERATIONS

We observed organic material in the upper 3 feet of the borings. The organic material generally consisted of root hairs and fibers. It is possible that additional organic material could be present in areas we did not explore and extend to greater depths than those indicated by our exploratory borings. The earthwork contractor should anticipate variable stripping depths across the site.

The borings encountered previously placed fill materials during our exploration. Where encountered, the fill consisted of clay soils intermixed with silt, sand and gravel, and extended to depths on the order of 4 feet below the existing surface. Although the encountered fill was not present within the proposed pickleball plaza it is possible that additional fill, that was not encountered by our small diameter, widely spaced borings could be present in areas we did not explore. If fill materials are encountered during construction activities, the fill should be undercut to a minimum depth of 2 feet below the final grade, extending at least 2 feet beyond the perimeter of the pickleball court plaza.

4. EARTHWORK CONSIDERATIONS

4.1 Demolition of Existing Facilities

We understand that the dugouts, fences, spectator grandstands, backstops, and other existing features associated with the existing baseball field will be demolished at the onset of construction. Demolition should include removal of all foundation elements, slabs, and any of the below grade elements such as utility lines and any loose, low-density, or otherwise unsuitable fills associated with the prior construction. An **Olsson** representative should observe the exposed ground surface in these areas following over-excavation and prior to placement of any new fill.

4.2 Site Preparation

Site preparation should continue with the stripping of any organic topsoil, as well as, and any loose, soft, or otherwise unsuitable materials. The borings encountered organic contents that extended to a depth of up to 3 feet. The earthwork contractor should be aware that stripping depths are likely to vary across the site. These materials should be carefully separated to avoid incorporation of organic materials into new fill sections in the building or pavement areas. Site clearing, grubbing and stripping should be performed during dry weather conditions. Operation of heavy equipment on the site during wet conditions could result in excessive rutting and mixing of construction debris with the underlying soils.

Previously placed fill materials were not observed in the borings located within the pickleball plaza; however, fill was encountered just north of the proposed courts. It is possible that fill soils could be located within the proposed pickleball plaza area that were not encountered by our small diameter widely spaced borings. If such soils are encountered during construction, the soils should be completely undercut and replaced with suitable structural fill.

Upon completion of stripping operations, but prior to any new fill being placed on site, we recommend that the exposed ground surface be proofrolled with a loaded tandem axle dump truck weighting at least 20 tons or similar equipment. Proofrolling operations should be observed by a representative of **Olsson**. Unstable and unsuitable soils revealed by proofrolling should be removed and replaced with structural fill.

Once proofrolling is complete, the upper 9 inches of exposed subgrade should be scarified, moisture conditioned, and recompacted to a minimum of 95 percent of the materials Standard Proctor maximum dry density (ASTM D-698) at a moisture content between optimum and 4 percent above optimum.

The on-site clay soils are highly susceptible to shrinkage and swelling with fluctuating moisture levels. We recommend the pickleball courts should be supported on a minimum of 12 inches of chemically stabilized cohesive soil or a well graded baserock, such as MoDOT Type 5 or equivalent. Athletic courts supported by these materials generally require less maintenance over their design life. In addition, these subgrade materials, reduces the potential for expansive clays to shrink and swell under changes in moisture content. Suitable chemical stabilization agents for the site would be 5 percent soil cement or 5 to 6 percent lime (percentages based on dry unit weights). Some adjustments to these percentages may be necessary depending on the condition and moisture content of the subgrade at the time of construction. The chemically stabilized cohesive soils and baserock material should be compacted and moisture conditioned to the levels recommended in **Table 1**.

4.3 Structural Fill

All structural fill and backfill should consist of the flowing approved materials, free of organic matter (organic content less than 5 percent), debris, and particles with sizes larger than 3 inches. Structural fill soils should consist of cohesive soils exhibiting a Liquid Limit (LL) less than 60 and a Plasticity Index (PI) less than 30. Samples of proposed structural fill, on-site and imported, should be submitted to **Olsson** for laboratory Proctor and classification tests prior to placement on the site. Our observations and laboratory tests indicate that some of the on-site soils may be suitable for use as structural fill.

We recommend that all structural fill and backfill be compacted in accordance with the criteria provided in **Table 1**. An **Olsson** representative should observe all fill placement operations at the site and perform field compaction tests, as required.

Table 1. Structural Fill Placement Guidelines.

Area of Fill Placement	Suitable Material (USCS or Description)	Compaction (ASTM D698 - Standard Proctor)	Moisture Content (Percent of Optimum)
Structural Fill	On-Site Cohesive Soils	95%	Optimum to +4 percent
	Imported Cohesive Soils w/ LL < 60 PI < 30		
Pickleball Court Subgrade 12 inches below base of the Pickleball Court	Cohesive Soils w/ Soil Cement (5%) or Lime (5% to 6%)	95%	-1 to +3 percent
	MoDOT Type 5 Baserock		As necessary to obtain density

Suitable fill materials should be placed in thin loose lifts of 9 inches or less. Within small excavations, such as in utility trenches, around manholes, or behind retaining walls, the use of vibrating plat compactors, jumping jack compactors or walk behind sheepsfoot compactors may be used to facilitate compaction in these areas. Loose lifts thicknesses of 4 inches or less are recommended where small compaction equipment is used.

The moisture content for suitable borrow soils at the time of compaction should generally be maintained between the ranges specified above. More stringent moisture limits may be necessary with certain soils and some adjustments to moistures contents may be necessary to achieve compaction in accordance with project specifications.

4.4 Drainage and Groundwater Considerations

Water should not be allowed to collect at the ground surfaces within the project site, either during or after construction. Site grading should provide for efficient drainage of rainfall or surface runoff away pickleball plaza. Provisions should be made to quickly remove accumulating seepage water or storm water runoff from excavations. Undercut or excavated areas should be sloped toward one corner to allow rainwater or surface runoff to be quickly collected and gravity drained or pumped from construction areas. Subgrade soils that are exposed to precipitation or runoff should be evaluated by **Olsson** prior to the placement of new fill, reinforcing steel, or concrete, to determine if corrective action is required.

5. REPORT LIMITATIONS

The conclusions and recommendations presented in this report are based on the information available regarding the proposed construction, geotechnical information obtained from our field exploration and laboratory testing, as well as our experience with similar projects. Our borings and testing represent a limited statistical sampling of the subsurface. Conditions may be encountered during construction that are substantially different from those encountered in this exploration and adjustments to design and construction may be necessary.

In the event of any changes in the nature of the proposed project as outlined in this report, the opinions in this report cannot be considered valid unless **Olsson** reviews the changes, and the opinions of this report are modified or affirmed by **Olsson**.

The scope of this exploration did not include any environmental assessment for the presence of wetlands and/or hazardous or toxic materials in the soil or groundwater on or near the site. Any statements in this report regarding odors, discoloration, or suspicious conditions are strictly for the information of our client.

This report is based on generally accepted professional geotechnical engineering practice at the time of this report, within this geographic area. No warranty, express or implied, is intended or made. This report has been prepared for the exclusive use of **City of Lee's Summit, Missouri** and their authorized representatives for specific application to the discussed project.

APPENDIX A

Exploration Maps, Logs, and Information

Field Exploration

The drill crew advanced the borings at the site with a truck mounted SIMCO-145 drill rig using continuous flight augers. The boring locations were located in the field by the drill crew using a hand-held GPS unit. The approximate locations of the borings are shown on the Boring Location Map. The elevations reported on the appended borehole reports were determined by approximating the location of the borings on a site topography map and interpolating between the contour lines. These interpolated elevations are reported to the nearest foot on the logs. True surface elevations at these locations could differ due to interpolation, and other differences could occur from superposing approximate boring locations on the topographic plan. The boring locations and elevations should be considered accurate only to the degree implied by the means and methods used to define them.

Soil samples were obtained using thin-walled sampling tubes hydraulically pushed into the soil and split-barreled sampling tubes during the performance of the Standard Penetration Test (SPT) at the depths shown on the appended Borehole Reports. The drill crew sealed and returned the samples to our laboratory for testing and classification. The sampling depths and SPT blow counts (N-values) are shown on the appended Borehole Reports.

The drill crew prepared field boring logs during drilling operations. The field logs include drilling and sampling methods, sampling intervals, groundwater measurements, and general descriptions of the observed soil conditions. The final boring logs represent our engineering interpretation of the field logs based on visual classification and laboratory testing of the collected samples.



Boring Location Map

Longview Community Center Pickleball Courts
Lee's Summit, Missouri

Olsson Project No:	A24-02856
Client:	City of Lee's Summit
Last Revision Date:	1/10/2024
Engineer:	JD Putnam, EI

SYMBOLS AND NOMENCLATURE

DRILLING NOTES

DRILLING AND SAMPLING SYMBOLS

SS: Split-Spoon Sample (1.375" ID, 2.0" OD)	HSA: Hollow Stem Auger	NE: Not Encountered
U: Thin-Walled Tube Sample (3.0" OD)	CFA: Continuous Flight Auger	NP: Not Performed
CS: Continuous Sample	HA: Hand Auger	NA: Not Applicable
BS: Bulk Sample	CPT: Cone Penetration Test	% Rec: Percent of Recovery
MC: Modified California Sampler	WB: Wash Bore	WD: While Drilling
GB: Grab Sample	FT: Fish Tail Bit	IAD: Immediately After Drilling
SPT: Standard Penetration Test Blows per 6.0"	RB: Rock Bit	AD: After Drilling
	PP: Pocket Penetrometer	CI: Cave In

DRILLING PROCEDURES

Soil samples designated as "U" samples on the boring logs were obtained in using Thin-Walled Tube Sampling techniques. Soil samples designated as "SS" samples were obtained during Penetration Test using a Split-Spoon Barrel sampler. The standard penetration resistance 'N' value is the number of blows of a 140 pound hammer falling 30 inches to drive the Split-Spoon sampler one foot. Soil samples designated as "MC" were obtained in using Thick-Walled, Ring-Lined, Split-Barrel Drive sampling techniques. Recovered samples were sealed in containers, labeled, and protected for transportation to the laboratory for testing.

WATER LEVEL MEASUREMENTS

Water levels indicated on the boring logs are levels measured in the borings at the times indicated. In relatively high permeable materials, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels is not possible with only short-term observations.

SOIL PROPERTIES & DESCRIPTIONS

Descriptions of the soils encountered in the soil test borings were prepared using Visual-Manual Procedures for Descriptions and Identification of Soils.

PARTICLE SIZE

Boulders	12 in. +	Coarse Sand	4.75mm-2.0mm	Silt	0.075mm-0.005mm
Cobbles	12 in.-3 in.	Medium Sand	2.0mm-0.425mm	Clay	<0.005mm
Gravel	3 in.-4.75mm	Fine Sand	0.425mm-0.075mm		

COHESIVE SOILS

<u>Consistency</u>	<u>Unconfined Compressive Strength (Qu) (tsf)</u>	
	Very Soft	<0.25
Soft	0.25 – 0.5	
Firm	0.5 – 1.0	
Stiff	1.0 – 2.0	
Very Stiff	2.0 – 4.0	
Hard	> 4.0	

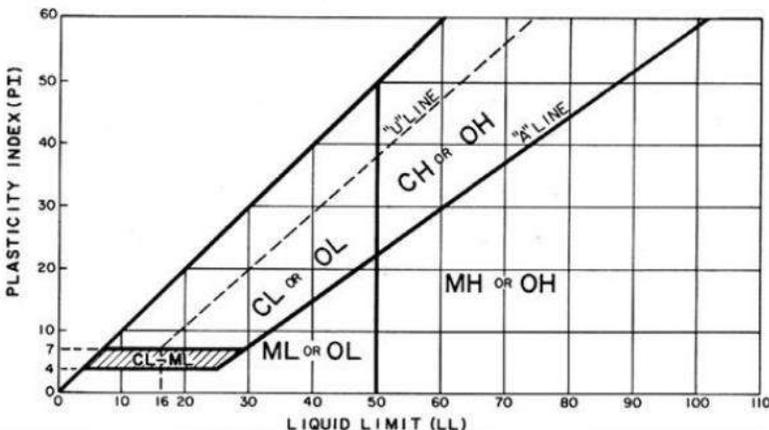
COHESIONLESS SOILS

<u>Relative Density</u>	<u>'N' Value</u>
Very Loose	0 – 3
Loose	4 – 9
Medium Dense	10 – 29
Dense	30 – 49
Very Dense	≥ 50

COMPONENT %

<u>Description</u>	<u>Percent (%)</u>
Trace	<5
Few	5 - 10
Little	15 - 25
Some	30 - 45
Mostly	50 - 100

PLASTICITY CHART



ROCK QUALITY DESIGNATION (RQD)

<u>Description</u>	<u>RQD (%)</u>
Very Poor	0 – 25
Poor	25 – 50
Fair	50 – 75
Good	75 – 90
Excellent	90 – 100

olsson

PROJECT NAME: **Longview Community Center Pickleball Courts** CLIENT: **City of Lee's Summit, Missouri**

PROJECT NUMBER: **A24-02856** LOCATION: **Lee's Summit, Missouri**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
935	APPROX. SURFACE ELEV. (ft): 935		0								
	ASPHALTIC CONCRETE Thickness - 12 inches		1.0'								
	AGGREGATE BASE Thickness - 6 inches		1.5'								
	FAT CLAY Stiff, dark brown with brown, silty, moist			U 1				24.1	97.6		
930			5	SS 2		3-4-6 N=10		27.6			
	WEATHERED SHALE Stiff, light brown to gray, silty, moist to very moist			U 3			1.1	30.1	94.5		
925			10								
			11.0'								
				SS 4		4-7-10 N=17		25.3			
920			15.0'								

BASE OF BORING AT 15.0 FEET

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 12/17/24	FINISHED: 12/17/24
WD	∇ Not Encountered		DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD	∇ Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD	∇ Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME: **Longview Community Center Pickleball Courts** CLIENT: **City of Lee's Summit, Missouri**

PROJECT NUMBER: **A24-02856** LOCATION: **Lee's Summit, Missouri**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
	APPROX. SURFACE ELEV. (ft): 931		0								
	ROOT ZONE		0.7'								
930	FAT CLAY <i>Very stiff, brown with gray, silty, moist</i>			U 1			2.1	24.8	99.4		
	<i>Stiff, brown with gray, silty, moist</i>		5	SS 2		4-3-6 N=9		24.9			
925	<i>Stiff, light brown with light gray, silty, moist to very moist</i>			U 3				30.6	95.3		P.P. = 2.5
	WEATHERED SHALE		9.5'								
	Light brown with gray		10.0'								
	LIMESTONE		10.5'								

REFUSAL AT 10.5 FEET

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 12/17/24	FINISHED: 12/17/24
WD	∇ Not Encountered		DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD	∇ Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD	∇ Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME Longview Community Center Pickleball Courts	CLIENT City of Lee's Summit, Missouri
PROJECT NUMBER A24-02856	LOCATION Lee's Summit, Missouri

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
930	APPROX. SURFACE ELEV. (ft): 930		0								
	ROOT ZONE		0.7'								
	FAT CLAY <i>Very stiff, dark brown with brown, silty, moist, trace organics</i>			U 1			5.4	23.8	105.3		P.P. = 3.5
	<i>Stiff, brown with gray, silty, moist</i>			SS 2	CH	6-7-8 N=15		21.4		63/42	
925			5								
	WEATHERED SHALE <i>Light brown with gray, clayey</i>		7.0'								
				SS 3		6-9-15 N=24		26.5			
920			10								
	SHALE <i>Gray</i>		11.0'								
				SS 4		24-50/3"		16.0			
			14.3'								

BASE OF BORING AT 14.3 FEET

WATER LEVEL OBSERVATIONS	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 12/17/24	FINISHED: 12/17/24
WD Not Encountered		DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME Longview Community Center Pickleball Courts	CLIENT City of Lee's Summit, Missouri
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PROJECT NUMBER A24-02856	LOCATION Lee's Summit, Missouri
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ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 15%;"> <div style="width: 15px; height: 15px; background-color: black; margin-bottom: 5px;"></div> Shelby Tube <div style="width: 15px; height: 15px; border: 1px solid black; margin-bottom: 5px; position: relative; margin-left: 10px;"> X </div> Split Spoon </div> <div style="width: 80%; text-align: center;"> <p>APPROX. SURFACE ELEV. (ft): 931</p> <p>ROOT ZONE</p> </div> </div>		0								
930	<p>FAT CLAY</p> <p><i>Firm, dark brown with brown, silty, moist, trace organics</i></p> <p><i>Stiff, brown with gray, silty, moist</i></p>		0.7'	U 1			0.6	22.5	93.6		
			5	SS 2		4-5-6 N=11		21.6			
925				U 3				29.3	96.8		P.P. = 3.0
920	<p>SHALE</p> <p><i>Light brown with gray</i></p>		11.0'								
			14.3'	SS 4		7-50/3"		27.5			

BASE OF BORING AT 14.3 FEET

WATER LEVEL OBSERVATIONS		STARTED: 12/17/24	FINISHED: 12/17/24
WD Not Encountered	<p>OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061</p>	DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME Longview Community Center Pickleball Courts	CLIENT City of Lee's Summit, Missouri
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PROJECT NUMBER A24-02856	LOCATION Lee's Summit, Missouri
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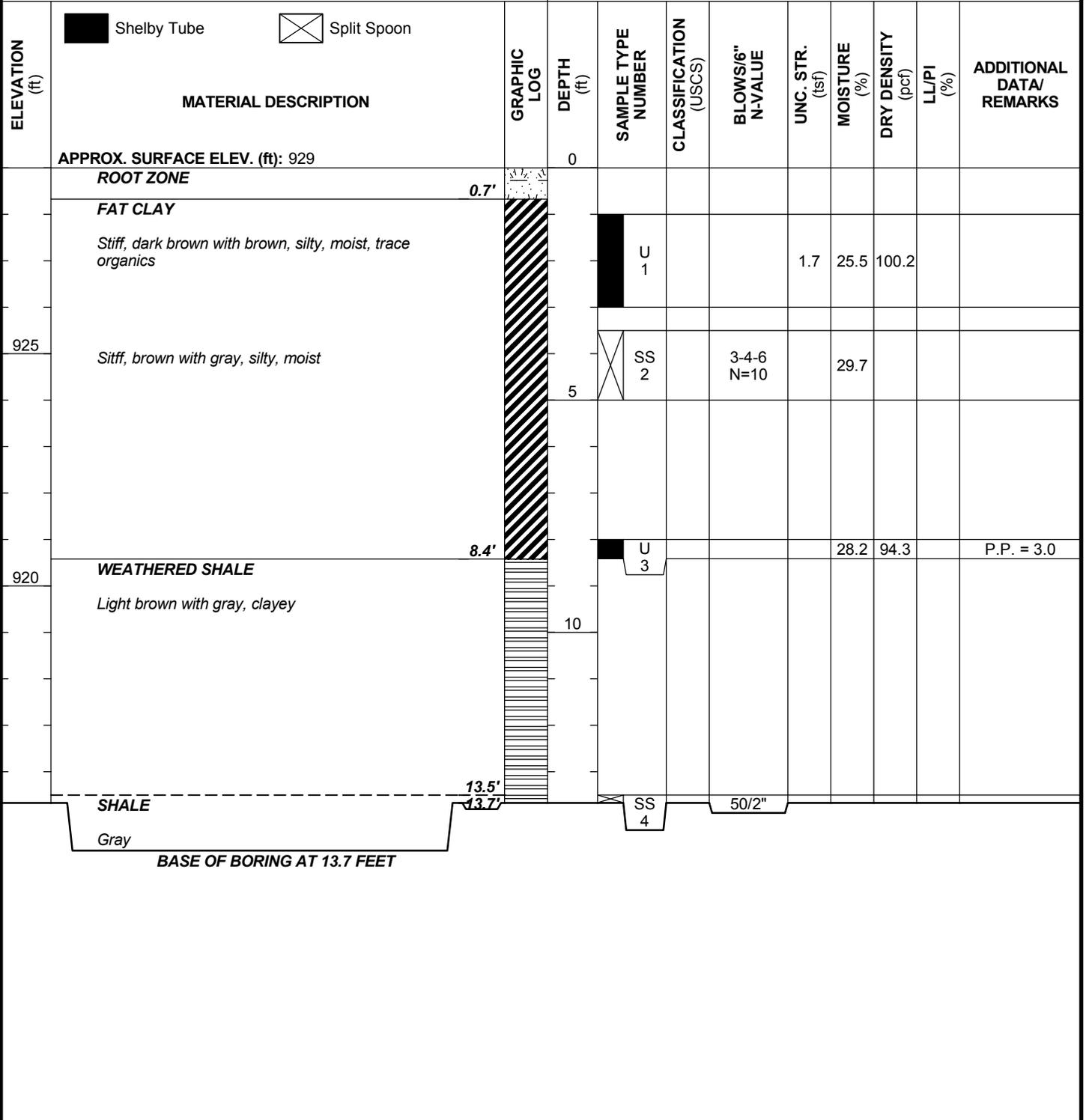
ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 15%;"> Shelby Tube </div> <div style="width: 15%;"> Split Spoon </div> </div> <p>APPROX. SURFACE ELEV. (ft): 929</p>		0								
	ROOT ZONE		0.7'								
	FAT CLAY			U 1	CH			28.1	96.9	63/41	P.P. = 3.5
925	<i>Stiff, dark brown with brown, silty, moist, trace organics</i>			SS 2		3-3-5 N=8		26.0			
	<i>Firm, brown with gray, silty, moist</i>										
920	<i>Stiff, brown with gray, silty, moist</i>			U 3				28.0	99.8		P.P. = 3.5
	LIMESTONE		10.2' 10.5'								

REFUSAL AT 10.5 FEET

WATER LEVEL OBSERVATIONS		STARTED: 12/17/24	FINISHED: 12/17/24
WD Not Encountered	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME Longview Community Center Pickleball Courts	CLIENT City of Lee's Summit, Missouri
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PROJECT NUMBER A24-02856	LOCATION Lee's Summit, Missouri
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WATER LEVEL OBSERVATIONS		STARTED: 12/17/24	FINISHED: 12/17/24
WD Not Encountered	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME: **Longview Community Center Pickleball Courts** CLIENT: **City of Lee's Summit, Missouri**

PROJECT NUMBER: **A24-02856** LOCATION: **Lee's Summit, Missouri**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS	
	APPROX. SURFACE ELEV. (ft): 946		0									
945	ROOT ZONE <i>FILL</i> Light brown to dark brown with gray clay, silt, sand, gravel, organics		0.7'	U 1				23.3	102.0		P.P. = 4.5	
940	FAT CLAY Stiff, dark brown with brown, silty, moist		5	SS 2	9-10-8 N=18			17.6				
935	Stiff, brown with gray, silty, moist		10	U 3			1.9	21.8	101.0			
	WEATHERED SHALE Light brown with gray		14.0'	SS 4	4-25-50/2"			18.7				
	LIMESTONE		14.5'									
	BASE OF BORING AT 14.7 FEET											

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 12/17/24	FINISHED: 12/17/24
WD	∇ Not Encountered		DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD	∇ Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD	∇ Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

PROJECT NAME Longview Community Center Pickleball Courts	CLIENT City of Lee's Summit, Missouri
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PROJECT NUMBER A24-02856	LOCATION Lee's Summit, Missouri
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ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 15%;"> Shelby Tube </div> <div style="width: 15%;"> Split Spoon </div> </div> <p style="text-align: center;">APPROX. SURFACE ELEV. (ft): 941</p>		0								
940	<p>ROOT ZONE</p> <p style="text-align: right;">0.7'</p>										
	<p>FAT CLAY</p> <p><i>Stiff, dark brown with brown, silty, moist</i></p>			U 1				23.9	97.6		P.P. = 4.5
			5	SS 2		4-5-6 N=11		18.8			
935											
	<p><i>Stiff, brown with gray, silty, moist</i></p>			U 3			1.5	27.1	96.1		
930			10								
	<p>WEATHERED SHALE</p> <p><i>Light brown with gray, clayey, moist</i></p>										
	12.0'			SS 4		5-8-12 N=20		25.3			
	15.0'		15								

BASE OF BORING AT 15.0 FEET

WATER LEVEL OBSERVATIONS		STARTED: 12/17/24	FINISHED: 12/17/24
WD Not Encountered	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	DRILL CO.: SUB-DRILLER	DRILL RIG: D50
IAD Not Encountered		DRILLER: JEREMY	LOGGED BY: BLAKE
AD Not Performed		METHOD: CONTINUOUS FLIGHT AUGER	

LONGVIEW COMMUNITY CENTER PICKLEBALL COURTS

Lee's Summit, Missouri

January 2025

Olsson Project No. A24-02856