

# PROJECT MANUAL

Gresham Smith Project No. 44595.00

## UNDERGROUND TRASH RECEPTACLE INSTALLATION AT TWO LOCATIONS

Ennis, Texas

April 2024

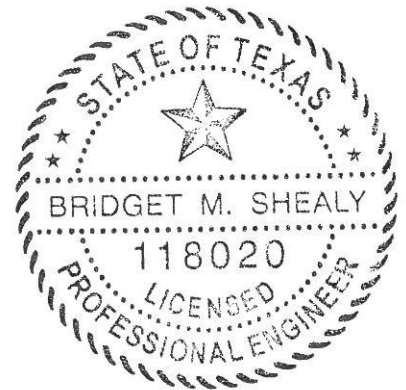


Texas Registered Engineering Firm F-3629

**ARCHITECTS / ENGINEERS**

500 North Akard Street, Suite 3210  
Dallas, Texas 75201

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*Bridget M. Shealy*  
4/1/2024

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Exhibit 1 Underground Trash Receptacle – Product Data  
Exhibit 2 Easement Documentation

The following are incorporated into the Project Manual by reference:

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City of Ennis  
Infrastructure Design Standards, Latest Edition

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North Central Texas Council of Governments  
Public Works Construction Standards, Fifth Edition

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The City of Ennis will receive sealed bids for the Underground Trash Receptacle Installation at Two Locations project, City Project No. 24-414-12 online through OpenGov until Tuesday, May 7, 2024 at 2:00 pm CST, and then, at the Ennis Public Works Facility located at 500 Lake Bardwell Drive Ennis, Texas 75119, all bids submitted online will be publicly opened and read aloud. Sealed bids shall be submitted online at <https://procurement.opengov.com/portal/ennistx>.

The work to be bid on is generally as follows:

Underground trash receptacles to be installed at northwest corner of intersection of Brown and Dallas Street and on McKinney Street just south of intersection of McKinney Street and Ennis Avenue. The installation of underground trash receptacle systems includes, but is not limited to installation of precast concrete vaults and trash receptacles; construction of concrete foundation slab, underdrain system, bollards; and associated removal and replacement of adjacent sidewalk and pavers, curb and gutter, and pavement. Precast concrete vaults and trash receptacles will be provided by City.

The allotted time for construction is 120 calendar days.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, Bond Forms, and other contract documents may be viewed and downloaded online at <https://procurement.opengov.com/portal/ennistx> and by registering with CIVCAST at [www.civcastusa.com](http://www.civcastusa.com).

The City of Ennis reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit his bid security in the amount, form and subject to the conditions provided in Section 00 2113 Instructions to Bidders.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

All bidders must be licensed General Contractors of the State of Texas and qualified for the type of construction being bid upon.

**The Contractor is hereby advised that a Pre-Bid Conference will be held on Wednesday, April 24, 2024 at 2:00 pm CST at the Ennis Public Works Facility located at 500 W Lake Bardwell Drive, Ennis, TX 75119.** Attendance at the Pre-Bid Conference is highly encouraged, but is not mandatory.

All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>. Questions shall be submitted by 5:00 pm CST on Wednesday, May 1, 2024.

It is the responsibility of the Contractor to ensure he has received and acknowledged all addenda prior to final submission of his bid. There is space for acknowledgement on the first sheet of the Bid Form (Section 00 4100). Please reference each individual addendum by number in the space provided. Failure to acknowledge all addenda may render the bid incomplete at the discretion of the Owner.

**END OF DOCUMENT**

## **1.1 DEFINITIONS**

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Bidding Requirements consist of the Advertisement for Bids, Instructions to Bidders, Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Schedules, and all Addenda issued before and all Modifications issued after execution of the Contract.
- B. Definitions set forth in the Standard General Conditions of the Construction Contract, EJCDC Document C-700, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda: Written or graphic instruments issued by the Engineer before execution of the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- D. Project Manual: The volume or volumes that includes Bidding Requirements, Sample Forms, Conditions of the Contract, Specifications, and other printed documents.
- E. Bid: Complete and properly signed proposal to do the Work for the sums stipulated therein that is submitted in conformance to the Bidding Documents and statutory requirements in the State in which bids are received.
- F. Base Bid: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternates.
- G. Alternate (or Alternate Bid): An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- H. Unit Price: Amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.
- I. Bidder: Person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- J. Sub-Bidder: Person or entity who submits a proposal to a Bidder for materials or labor for a part of the Work.

## **1.2 BIDDER'S REPRESENTATIONS**

- A. The Bidder by submitting a Bid represents that:
  - 1. Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction
  - 2. The Bid is made in compliance with the Bidding Documents.
  - 3. Bidder has visited the place of the Work, has become familiar with local conditions under which the Work will be performed, and has correlated the Bidder's personal observations with the requirements of the Bidding Documents.
  - 4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

- B. The failure or omission of a Bidder to receive or examine any form, instrument, or document or to visit the site and acquaint itself with existing conditions shall not relieve the Bidder from obligations with respect to its Bid.

### **1.3 BIDDING DOCUMENTS**

- A. Bidding documents will be made available to bidders as stated in Document 00 1113 Advertisement for Bids.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor Engineer shall have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids for the Work and do not thereby confer a license or grant permission for other use of Bidding Documents.
- D. Interpretation or Clarification of Bidding Documents:
  - 1. Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies, or ambiguities discovered.
  - 2. Bidders requiring clarification or interpretation of the Bidding Documents shall make written request that shall reach the Engineer via Civcast. Requests by e-mail will also be acceptable. Sub-bidders shall make requests only through a Bidder.
  - 3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- E. Substitutions:
  - 1. Products and procedures described in the Bidding Documents for the Work establish the standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
  - 2. No substitutions will be considered during the bidding period.
  - 3. After execution of the Contract, Substitutions will be considered only according to requirements and limitations in the Conditions of the Contract.
  - 4. Refer to the Specifications for limitations and procedures for requesting substitutions after execution of the Contract.
- F. Addenda:
  - 1. Addenda will be posted online at <https://procurement.opengov.com/portal/ennistx>. Bidders are responsible for notifying their sub-bidders about Addenda.
  - 2. Addenda will be issued no later than 4 days before the date for receipt of Bids except an Addendum withdrawing the request for Bids or an Addendum that includes postponement of the date for receipt of Bids.
  - 3. Each Bidder shall ascertain before submitting its Bid that it has received all Addenda issued, and the Bidder shall acknowledge their receipt in its Bid.

### **1.4 BIDDING PROCEDURES**

- A. Preparation of Bids:

1. Submit Bids on forms identical to the form included with the Bidding Documents.
  2. All blanks on the Bid Form shall be legibly executed in non-erasable medium.
  3. Where so indicated, indicate sums in both words and numerals. In case of discrepancy, the amount written in words shall govern.
  4. Interlineations, modifications, or erasures must be initialed by the signer of the Bid.
  5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter the words "No Change to Base Bid."
  6. Where two or more Bids for designated parts of the Work are requested, the Bidder may, without forfeiture of its bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no added stipulations on the Bid Form nor qualify the Bid in any other manner.
  7. Each copy of the Bid shall include the legal name of the Bidder and the nature of legal form of the Bidder. Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have its corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
  8. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount.
  9. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will supply bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to supply such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 1.5.B.
  10. Surety bonds shall be written on EJCDC Document C-430, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
  11. The Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been supplied, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- B. Submission of Bids:
1. The bid form, the bid security and other documents required to be submitted with the Bid shall be submitted online through OpenGov at <https://procurement.opengov.com/portal/ennisx>.
  2. Deliver Bids at the designated location before the bid time on the bid date. Bids received after the bid time on the bid date will be returned unopened.
  3. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
  4. Bids transmitted by e-mail, facsimile, or other method are invalid and will not be considered.
  5. Bidders shall be licensed Contractors in the State of Project as required by law.
  6. Bids will be publicly opened and read aloud on the date, time and place indicated in 00 1113 Advertisement for Bid.
- C. Modification or Withdrawal of Bid:
1. A Bid may not be modified, withdrawn, or canceled by the Bidder during the time period stipulated in Document 00 1113 Advertisement for Bids following the time and date designated for receipt of Bids, and each Bidder so agrees in submitting a Bid.
  2. Before the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the entity receiving Bids at the place designated for receipt of

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Bids. Such notice shall be in writing over the signature of the Bidder or by fax. If notification is given by e-mail, fax, mail and postmark written confirmation over the signature of the Bidder must be received before the time and date designated for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

- D. Withdrawn Bids may be resubmitted up the date and time designated for receipt of Bids, provided that they are then fully in conformance with the Bidding Requirements.
  - 1. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- E. Rejection of Bids:
  - 1. The Owner shall have the right to reject any or all Bids.
  - 2. A Bid not accompanied by required bid security or by other data required by the Bidding Documents, or a Bid that is in any way incomplete or irregular is subject to rejection.
- F. Award of Contract:
  - 1. The Owner intends to award a Contract to the lowest qualified Bidder, provided the Bid has been submitted in accordance with the Bidding Documents and does not exceed the available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid, which in the Owner's judgment, is in the Owner's own best interests.

## **1.5 POST-BID INFORMATION**

- A. Submittals:
  - 1. The Bidder shall, after submitting its Bid and within five days of Owner's request, submit the following information:
    - a. Written description of present commitments;
    - b. Financial data;
    - c. Evidence of Bidder's authority to do business in the State of Texas;
    - d. Designation of the Work to be performed with the Bidder's own forces;
    - e. Documentation that all subcontractors meet qualification requirements set forth in Paragraph 1.6.
  - 2. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
  - 3. No requirement to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
  - 4. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
  - 5. Before award of the Contract, the Engineer will notify the Bidder in writing if either the Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Engineer has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost caused by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. If either withdrawal or disqualification occurs, bid security will not be forfeited.
  - 6. Persons and entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Engineer.

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**1.6 BONDS AND INSURANCE**

- A. Bond Requirements:
1. Before the execution of the Contract, the successful Bidder shall provide bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder, and guaranteeing the workmanship performed under the Contract. Bonds may be secured through the Bidder's usual sources.
  2. The cost for such bonds shall be included in the Bid.
- B. Time of Delivery and Form of Bonds
1. Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be started before that date in response to a letter of intent, the Bidder shall, before starting the Work, submit evidence satisfactory to the Owner that such bonds will be provided and delivered in accordance with this Sub-paragraph.
  2. Performance and payment bond shall be written on EJCDC Documents C-610 Performance Bond and C-615 Payment Bond, respectively. All bonds shall be written in the amount of the Contract Sum.
  3. Bonds shall be dated on or after the date of the Contract.
  4. Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- C. Insurance Requirements
1. The successful Bidder shall submit evidence of required insurance on an original ACORD certificate or Texas Department of Insurance-approved form at the time of request. Insurance requirements are set forth in Section 00 7200, EJCDC C-700 Standard General Conditions of the Construction Contract and Section 00 7300, Supplementary Conditions of EJCDC C-700. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required form. The City of Ennis shall be identified as an additional insured party to all applicable coverage, including materials, equipment, or supplies provided by the City. A current insurance form must be submitted upon policy changes, renewal, or upon request by the City.
  2. The City of Ennis reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.
  3. A certificate of insurance is not required at the time of bid. However, an insurance certificate is required to be on file with the City prior to the start of work.

**1.7 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- A. Agreement Form:
1. The agreement for the Work will be written on EJCDC Document C-520, Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
  2. Bidder to whom the Contract is awarded by the Owner shall, within 7 days after notice of award and receipt of Agreement forms, sign and deliver to the Owner all required copies of the Agreement.

**1.8 PRE-BID CONFERENCE**

- A. An in-person pre-bid meeting will be held on Wednesday, April 24, 2024 at 2:00 pm CST at the City of Ennis Public Works Facility at 500 W Lake Bardwell Drive, Ennis, TX 75119. The meeting will be open to Bidders and Sub-bidders. Attendance is not mandatory, but highly encouraged.



**1.9 TIME OF CONSTRUCTION**

- A. The Contract Time will be stipulated in the Agreement and the Notice to Proceed.
- B. Liquidated Damages: The Agreement will include a stipulation that liquidated damages will be assessed in the amount of \$250 for each consecutive calendar day after the substantial completion date that the Work is not substantially complete.

**END OF DOCUMENT**

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**1.1 MATERIAL STORAGE AND STAGING AREAS**

- A. City will provide open lot located on the northeast corner of the intersection of Dallas Street and Milam Street for Contractor to store materials and for staging at no additional cost to the Contractor.

**1.2 DOWNTOWN EVENTS**

- A. The City of Ennis holds multiple events throughout the year in the vicinity of the Project Area. Information on these events is provided below. The Contractor will need to adjust its work schedule to accommodate these events. The Contractor shall work with the City prior to these events to provide temporary protection of incomplete work and additional traffic control measures.
- B. Downtown Calendar of Events
  - o The Bluebonnet Market at Minnie McDowal Park – Saturdays from 8am-12pm, April-October 2024
  - o Cinco de Mayo Celebration – May 5, 2024
  - o National Polka Festival - May 24 - 26, 2024
  - o Freedom Fest – June 29, 2024

**1.3 DISPOSAL OF WASTE MATERIAL AND TRASH**

- A. Contractor is responsible for disposal of all waste material generated as part of the Work. For any material that is not removed by dump truck or trash that is not removed from the site on a daily basis, the City of Ennis has an agreement in place requiring waste removal services are to be provide exclusively by Republic Services so no outside dumpster service shall be permitted. This is considered incidental to the Work and will not be paid for as a separate pay item.

**1.4 EXISTING SUBSURFACE CONDITIONS**

- A. Contractor may encounter concrete or other construction debris during excavation operations. Contractor shall remove and properly dispose of all subsurface material as required to complete work. This work shall be paid for with the miscellaneous demolition pay item.

**1.5 ACCESS TO PRIVATE PROPERTY**

- A. Access to private property shall be maintained throughout the project. Contractor is responsible for providing, installing and maintaining temporary ramps or any other measures needed to maintain access to private property. This is considered incidental to the Work and will not be paid for as a separate pay item. Short-term closures may be permitted subject to prior approval by the City of Ennis. Contractor is responsible for coordinating any potential access restrictions with the City of Ennis least 14 calendar days prior to Work.

**1.6 PRECONSTRUCTION CONFERENCE**

- A. Before any Work 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 this Section; coordination with adjacent construction, franchise utilities; procedures for handling Shop Drawings and other submittals; processing Applications for Payment; and maintaining required records.

**1.7 SEQUENCE OF CONSTRUCTION**

- A. Contractor shall develop a construction phasing plan and submit to the City for approval at least two weeks prior to construction.
- B. Construction phasing plan shall provide for emergency vehicle and garbage pickup access throughout construction to the maximum extent practicable. Any required short-term street closures should be clearly indicated in the plan and are subject to approval by the City.

**1.8 TRAFFIC CONTROL**

- A. Contractor shall develop detailed traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest version, and submit to the City for approval within two weeks prior to construction. The Contractor is responsible for providing and maintaining all traffic control devices.

**1.9 CONSTRUCTION COORDINATION MEETINGS**

- A. Contractor project manager and superintendent shall plan to attend ongoing construction meetings as frequently as bi-weekly to discuss progress, issues, and shall provide overall schedule updates and 2-week look ahead updates to the owner and engineer at each meeting. This is considered incidental to the Work and will not be paid for as a separate pay item.

**1.10 VERIFICATION NO BOYCOTT ISRAEL**

- A. As required by Chapter 2270, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**1.11 FOREIGN TERRORIST ORGANIZATIONS**

- A. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

END OF DOCUMENT

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TO: City of Ennis  
107 N. Sherman Street  
Ennis, Texas 75119

1. Pursuant to and in compliance with the Advertisement for Bid and the Bidding Documents relating to construction of:

Underground Trash Receptacle Installation at Two Locations

Including Addenda \_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Bidding Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said Work in accordance with the Bidding Documents, for the following unit prices:

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Design and Implementation of Traffic Control Plan	LS	1		
3	Stormwater Pollution Prevention	LS	1		
4	Demolish Concrete/Asphalt Pavement	SY	83		
5	Demolish Concrete Curb and Gutter	LF	53		
6	Demolish Concrete Gutter	LF	15		
7	Demolish Concrete Sidewalk	SY	3		
8	Remove and Salvage Antique Brick Pavers	SY	62		
9	Remove and Replace 4" Drain Pipe at Curb on McKinney St	LS	1		
10	Miscellaneous Demolition	LS	1		
11	Concrete Electrical Junction Box Height Adjustment	EA	1		
12	Install Reclaimed Antique Brick Pavers	SY	32		
13	5" Concrete Sidewalk - Broom Finish	SF	1,010		
14	6" Concrete Curb and Gutter	LF	9		
15	Variable Height Concrete Curb and Gutter	LF	32		
16	Variable Height Concrete Curb	LF	48		
17	Asphalt Transition	TN	4		
18	Curb Ramp with Detectable Warning Surface	EA	1		
19	Remove Existing Grate and Provide /Install Curb Inlet with Grate on Existing Concrete Storm Box	LS	1		
20	Install 2-Tank Underground Trash Receptacle System at Parking Lot on McKinney (Tank and Trash Receptacle Supplied by Others)	LS	1		
21	Install 2-Tank Underground Trash Receptacle System on Brown (Tank and Trash Receptacle Supplied by Others)	LS	1		
22	Steel Bollard	EA	7		
23	Owner's Allowance	LS	1	\$20,000	\$20,000
				<b>TOTAL BID:</b>	

**TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete within 120 calendar days after the Contract Time date of commencement as set forth in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 calendar days after the Contract Time commences.

Bidder accepts the provisions of the Contract Documents as to liquidated damages.

2. Bids shall include all taxes and fees, including sales tax (where required).

3. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of 60 days from the date prescribed for its receiving.

4. The Bidder, if awarded a contract, hereby agrees to commence work under the Contract on or before a date to be specified in the Notice to Proceed from the Owner and fully complete the project within the time specified in Division 00 Document "Instructions to Bidders". Bidder also accepts the provisions for liquidated damages in the event of failure to complete the Project on time.

5. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 30 days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 15 days after personal delivery or after deposit in the mails of the notification of acceptance of this Bid.

6. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

7. Bidder declares that he understands any unit quantities shown on the Bid Form are approximate only and are subject to increase or decrease. Bidder agrees that should the quantities of any such items be decreased, no claim will be made for anticipated profits nor will the Owner honor such claims.

8. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full)

.....  
.....  
.....

licensed in accordance with an act for the registration of contractors, and with license number \_\_\_\_\_ in the State of \_\_\_\_\_.

SIGN HERE:

.....  
.....  
.....

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: .....

.....

.....

Telephone Number: .....

.....

Date of Proposal: .....

END OF DOCUMENT

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The Bid Bond, EJCDC Document C-430, 2007 edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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**BID BOND**

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name and Include Location)*:

**BOND**

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

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

The Undersigned states the following is a full and complete list of the proposed Subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner through the Architect/Engineer. Bidder is required to attach additional sheets to indicate additional Subcontractors as necessary.

	<b>Subcontractor and Address</b>	<b>Class of Work to be Performed</b>	<b>Percentage of Work to be Performed</b>
(1)	_____ _____ _____	_____ _____ _____	_____ _____ _____
(2)	_____ _____ _____	_____ _____ _____	_____ _____ _____
(3)	_____ _____ _____	_____ _____ _____	_____ _____ _____
(4)	_____ _____ _____	_____ _____ _____	_____ _____ _____
(5)	_____ _____ _____	_____ _____ _____	_____ _____ _____
(6)	_____ _____ _____	_____ _____ _____	_____ _____ _____

Dated: \_\_\_\_\_

Bidder \_\_\_\_\_

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

END OF DOCUMENT

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The "Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)", EJCDC Document C-520, 2007 edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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

# SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

**P/E** National Society of  
Professional Engineers  
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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## INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (“Agreement”) has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts (“Instructions to Bidders”) (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts (“Bid Form”) (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract (“General Conditions”) (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes 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, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including “Bidding Documents,” “Bidding Requirements,” and “Contract Documents,” are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by “Notes to User” to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects 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. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI’s MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix “I,” those of the Bid Form are referenced with the prefix “BF,” and those of this Agreement are referenced with the prefix “A.”

**NOTE:** EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ City of Ennis \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

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:

Underground trash receptacles to be installed at northwest corner of intersection of Brown and Dallas Street and on McKinney Street just south of intersection of McKinney Street and Ennis Avenue. The installation of underground trash receptacle systems includes, but is not limited to installation of precast concrete vaults and trash receptacles; construction of concrete foundation slab, underdrain system, bollards; and associated removal and replacement of adjacent sidewalk and pavers, curb and gutter, and pavement. Precast concrete vaults and trash receptacles will be provided by City.

**ARTICLE 2 – ENGINEER**

2.01 The Project has been designed by Gresham Smith (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 – CONTRACT TIMES**

3.01 Time of the Essence

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



### 3.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

### 3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$ 250 for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 250 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of Contractor's submission of Application during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
  - 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent 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. 90 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 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 5.03 *Final Payment*

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

## ARTICLE 6 – INTEREST

6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of \_\_\_\_\_ percent per annum.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents~~, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that 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 Documents.
- F. 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.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to \_\_, inclusive).
2. Performance bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
3. Payment bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
4. Other bonds (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - c. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
5. General Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
6. Supplementary Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of \_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.

- B. The documents listed in Paragraph 8.01.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 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### 9.01 Terms

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

### 9.02 Assignment of Contract

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

### 9.03 Successors and Assigns

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

### 9.04 Severability

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

## 9.05 Contractor's Certifications

- A. 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 9.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(Where applicable)

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

Agent for service of process:  
\_\_\_\_\_



The Maintenance Bond forms a part of the Construction Documents and is attached.

**END OF DOCUMENT**

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**MAINTENANCE BOND**

**STATE OF TEXAS**  
**COUNTY OF ELLIS**

§  
§  
§

**KNOW ALL MEN BY THESE**

**THAT** \_\_\_\_\_, a corporation organized and existing under the law of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is

\_\_\_\_\_ of the City of \_\_\_\_\_, County of

\_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of \_\_\_\_\_, and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto (hereinafter referred to as "Owner") in the penal sum of \$\_\_\_\_\_ in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_

**NOW, THEREFORE**, the condition of this obligation is such, that the bond guarantees the full and proper maintenance and repair of the work therein contracted to be done and performed for a period of 2 years from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said Contractor in construction of same, or on account of any defect arising in any of said work laid or constructed by said Contractor or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said Contractor, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said Contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said Contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

**PROVIDED, HOWEVER**, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL:**

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

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

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

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name, address, and phone number of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Performance Bond, EJCDC Document C-610, 2007 edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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# PERFORMANCE BOND

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

---

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

## BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
--

The Payment Bond, EJCDC Document C-615, 2007 edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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# PAYMENT BOND

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

---

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

The Contractor's Application for Payment, EJCDC Document C-620, 2002 edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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# Contractor's Application For Payment No. \_\_\_\_\_

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

## APPLICATION FOR PAYMENT

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE .....	\$	_____
2. Net change by Change Orders .....	\$	_____
3. CURRENT CONTRACT PRICE (Line 1 ± 2) .....	\$	_____
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) .....	\$	_____
5. RETAINAGE:		
a. ____ % x \$ _____ Work Completed .....	\$	_____
b. ____ % x \$ _____ Stored Material .....	\$	_____
c. Total Retainage (Line 5a + Line 5b) .....	\$	_____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	_____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....	\$	_____
8. AMOUNT DUE THIS APPLICATION .....	\$	_____
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) .....	\$	_____

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	





# Stored Material Summary

# Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							



The "Standard General Conditions of the Construction Contract", EJCDC Document C-700, 2007 Edition, forms a part of the Construction Documents and is attached.

END OF DOCUMENT

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



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of Civil Engineers

**P/E** National Society of  
Professional Engineers  
Professional Engineers in Private Practice

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.



12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases 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 Bonds and Evidence of Insurance*

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

### *2.02 Copies of Documents*

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

### *2.03 Commencement of Contract Times; Notice to Proceed*

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

## 2.04 *Starting the Work*

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

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

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

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:



1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
  2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### *4.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### *4.02 Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
  2. is of such a nature as to require a change in the Contract Documents; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their 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. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02 *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:



- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

## 5.05 *Owner's Liability Insurance*

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

## 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

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



required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

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

#### 6.08 *Permits*

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

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

#### 6.12 *Record Documents*

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

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of 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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

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

##### 1. *Shop Drawings:*

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

##### 2. *Samples:*

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

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

##### C. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .



- B. In any and all claims against Owner or Engineer or any of their 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

### *7.02 Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

#### 9.03 *Project Representative*

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

#### 9.04 *Authorized Variations in Work*

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

#### 9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

## 10.02 *Unauthorized Changes in the Work*

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

## 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

## 10.04 *Notification to Surety*

- A. If 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.

## 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data



shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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 property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

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

#### 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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 therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.



- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

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

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

**B. *Review of Applications:***

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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 Documents; 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, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
    - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying



documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

The following supplements modify the "Standard General Conditions of the Construction Contract", EJCDC Document C-700, 2007 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 2 – PRELIMINARY MATTERS**

**2.02 COPIES OF DOCUMENTS**

Delete paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

**2.05 BEFORE STARTING CONSTRUCTION**

Add the following subparagraph to 2.05, A:

4. An estimate draw schedule indicating estimated monthly draw requests for duration of project.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
REFERENCE POINTS**

**4.02 SUBSURFACE AND PHYSICAL CONDITIONS**

Delete paragraphs 4.02 and 4.02B in their entirety and insert the following:

A. A geotechnical investigation is being performed at the Project Site by Gorrondona and Associates, Inc. The geotechnical report will be provided to CONTRACTOR.

**4.04 UNDERGROUND FACILITIES**

Add the following before paragraphs "A" and "B":

"Neither OWNER nor ENGINEER makes any warranties or representations about any subsurface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of subsurface conditions that may be encountered by performing on-site inspections, core drilling or other methods. The risk of encountering and correcting such subsurface conditions shall be borne solely by the CONTRACTOR, and the Contract Price shall include the cost of performing the work complete in-place within the Contract Time and in accordance with the terms and conditions of the Contract Documents."

**ARTICLE 5 - BONDS AND INSURANCE**

**5.04 CONTRACTOR'S LIABILITY INSURANCE**

Add the following new paragraphs immediately after 5.04, B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

- 
1. Workers' Compensation, and related coverages, under paragraphs 5.04, A.1 and 5.04, A.2 of the General Conditions:
    - (a.) State: Statutory
    - (b.) Applicable Federal (e.g.; Longshoremen's): Statutory
    - (c.) Employer's Liability:

Each Accident	\$ 1,000,000
Policy Limit - Disease	\$ 1,000,000
Each Employee - Disease	\$ 1,000,000
  
  2. Contractor's General Liability under paragraphs 5.04, A.3 and A.6 of the General Condition which shall include completed operations and product liability coverages, and have no coverages removed by exclusions:
    - (a.) General Aggregate \$ 2,000,000
    - (b.) Products - Completed Operations Aggregate \$ 1,000,000
    - (c.) Personal and Advertising Injury \$ 1,000,000
    - (d.) Bodily Injury and Property Damage:

Each Occurrence	\$ 1,000,000
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    - (e.) Property Damage Liability insurance will provide Explosion, Collapse, and Underground coverages, where applicable.
    - (f.) Excess or Umbrella Liability:

General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000
  
  3. Automobile Liability under paragraph 5.04, A.6 of the General Conditions. Coverage should be provided for any automobile, or hired and non-owned vehicle:
    - (a.) Bodily Injury:

Each person	\$ 500,000
Each Accident	\$ 1,000,000
  
    - (b.) Property Damage:

Each Accident	\$ 500,000
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    - (c.) Combined Single Limit per Accident  
For Bodily Injury and Property Damage of \$ 1,000,000
  
  4. The Contractual Liability required by paragraph 5.04, B.4, of the General Conditions shall be provided by the Contractor as part of the Contractor's general liability coverage.
    - (a.) Bodily Injury:

Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
  
    - (b.) Property Damage:

Each Occurrence	\$ 5,000,000
Annual Aggregate	\$ 5,000,000
  
  5. Professional Liability Insurance: Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement a professional liability insurance. Limits of liability shall be \$1,000,000 per claim. Contractor shall maintain this policy for a period of four (4) years after the completion of the project or shall purchase extended reporting period or "tail" coverage insurance.
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D. Additional Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with a waiver of subrogation in favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.
3. Insurance is to be placed with insurers with an A.M. Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas. Revised 11-12-12.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to: Purchasing Agent, City of Ennis P.O. Box 220, 115 W. Brown St., Ennis, Texas 75120.
6. Workers' Compensation Insurance Coverage
  - a. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC- 82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - b. Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - c. Persons providing services on the project ("subcontractor") - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner- operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
  - d. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
  - e. The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
  - f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
  - g. The contractor shall obtain from each person providing services on a project, and provide to the City:
    - i. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and



- ii. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- h. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- i. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- j. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- k. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - ii. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - iii. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - iv. obtain from each other person with whom it contracts, and provide to the contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - v. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - vi. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - vii. contractually require each person with whom it contracts, to perform as required by paragraphs i - vii, with the certificates of coverage to be provided to the person for whom they are providing services.
- l. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- m. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

7. Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

8. Companies issuing the insurance policies and contractor shall have no recourse against City for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
9. Approval, disapproval or failure to act by City regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
10. All liability policies required herein, shall be written with an "occurrence" basis coverage trigger.

5.06 PROPERTY INSURANCE

Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, Engineer and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by floor), and such other perils or causes of loss as may be specifically required these Supplementary Conditions;
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the work by Owner;
  6. include testing and startup;
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
  8. comply with the requirements of paragraph 5.06.C of the General Conditions.

Delete Paragraph 5.06.B in its entirety and replace with the following:

- B. Contractor shall purchase and maintain any other additional property insurance required by Laws and Regulations, which insurance will include the interest of Owner, Contractor, Subcontractors, and Engineer and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

#### ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

##### 6.05 SUBSTITUTES AND "OR-EQUALS"

Amend the paragraph by making two subparagraphs under the Title C. Engineer's Evaluation. The paragraph text is re-titled, 6.05,C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for ENGINEER's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by ENGINEER as a substitute unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

##### 6.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Add a new paragraph immediately after Paragraph 6.06.G:

H. Owner or Engineer may furnish to any subcontractor or supplier, to the extent practicable, information about amounts paid to Contractor on amount of work performed for Contractor by a particular subcontractor or supplier.

##### 6.13 SAFETY AND PROTECTION

Add the following language immediately after the first sentence of paragraph 6.13.A.

"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."

Insert new paragraphs 6.13, B. and C. Existing General Condition paragraphs 6.13, B. and C. shall become 6.13, D. and E., respectively.

B. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the work.

C. 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.

6.17 SHOP DRAWINGS AND SAMPLES

Add the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time. The expenses will be deducted from the Contractor's final payment as provided on the Bid Form.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

6.19 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

Add the following language to the end of the first sentence of Paragraph 6.19, A., of the General Conditions:

"for a period of one (1) year beginning on the date of Substantial Completion. "

ARTICLE 7 – OTHER WORK AT THE SITE

Add the following new paragraph immediately after paragraph 7.03.

7.04 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, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, 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, Engineer, consultants, or the construction coordinator 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, Engineer, or the construction coordinator 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, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing the 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 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

### 9.02 VISITS TO SITE

Add the following language immediately after the first sentence of paragraph 9.02. A:

B. The Contractor shall reimburse the Owner for payments made to Engineer for additional services made necessary by the fault, neglect, or request of the Contractor.

### 9.03 PROJECT REPRESENTATIVE

Add the following language at the end of paragraph 9.03.A:

The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the OWNER-ENGINEER Agreement, as amended and executed for this specific Project.

### 12.01 CHANGE OF CONTRACT PRICE

Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.02 PROGRESS PAYMENTS

A. Applications for Payments:

Delete the second sentence of Subparagraph 1. and replace with the following:  
Partial payment for stockpiled (or stored) items will not be allowed under this Contract."

Delete Subparagraph 3. and replace with the following:

3. Five percent (5%) retainage will be withheld initially from each Pay Request. Upon satisfactorily completing 50% of the Work, no additional retainage will be withheld.

C. Payment Becomes Due

Delete the word "Ten" and replace it with the word "Seven".

## ARTICLE 17 – MISCELLANEOUS

Add the following immediately after 17.06 – HEADINGS:

### 17.07 EQUAL OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

17.09 ADDITIONAL INFORMATION

- A. Field Engineering is incidental to the Work. No separate payment will be made.
- B. Contractor shall dispose of all waste material in a lawful manner. This is incidental to the Work and no separate payment will be made.
- C. Contractor shall be responsible for field location of all existing utilities in the area of the Work. The method of doing this is at the Contractor's discretion. However, Contractor agrees to be fully responsible for the ultimate location of existing utilities and their preservation during construction. Contractor is further responsible for clearly identifying all right of ways in areas of work to ensure alignment as intended by the Plans and Specifications. This is incidental to the Work and no separate payment will be made.
- D. Contractor agrees to be fully responsible for paying any and all fines and for fees associated with the interruption of or any damage to any utilities.
- E. Contractor shall furnish traffic control and erosion control sufficient to satisfy any and all federal, state and local laws and/or rules that have jurisdiction over the Work. Furthermore, the Contractor shall pay any and all fees and/or fines imposed associated with failure to procure, provide, maintain or adequately preserve either traffic control or erosion control. Determination of adequacy shall be solely the responsibility of the Contractor. This is incidental to the Work and no separate payment will be made unless specifically called for in the Bid Form and a provision for such is made.
- F. Contractor shall obtain any and all professional services required to complete any portion of the work or for procurement and maintenance of any and all required permits. No separate payment shall be made.
- G. Contractor shall notify all property owners of work to be performed in their area at least 48 hours in advance of commencing work.
- H. All products to be used on this project shall be domestically available and manufactured in the United States unless approved otherwise.
- I. All questions regarding this project, during bid and construction, shall be issued to the Engineer in writing. Questions not issued in writing shall not be considered.
- J. Contractor shall video existing site conditions in all areas of work prior to mobilization. Commentary shall be made as to particular area being shown as it relates to the Plans.
- K. Contractor shall return all disturbed areas to like or better condition upon completion of work. *Cleanup shall be done incrementally as the work progresses, not when all work is complete.* There will be no exceptions. Contractor shall clean up as required by Owner and Engineer at the end of each work day.

- L. Contractor will schedule and coordinate work with Engineer, Owner and others having jurisdiction.
- M. Construction schedule, per contract requirements, shall be furnished to Engineer and Owner prior to construction. There may be certain areas that it will be advantageous to all parties to construct at an early stage in the contract. The Owner and Engineer will advise if this is the case.
- N. Contractor shall follow all applicable safety regulations, rules and other requirements promulgated by any and all governing agencies.
- O. Contractor agrees that in the event he shall run over the contract time (the date of Final Completion), Owner reserves the right to assess any and all Resident Project Representative's and Engineer's time required beyond the original Contract Time.
- P. Contractor assumes sole responsibility for his/her supplier's products or equipment to assure proper functionality, regardless of approval of submittal by Engineer, until such time that Engineer and Owner have determined that said products or equipment operate in conformance with the contract documents and the design intent. Failure of a supplier's products or equipment to operate as represented by said supplier and in conformance with the Contract Documents shall be deemed "Defective Work" pursuant to Article 13.

**17.10 WORKING HOURS**

- A. Working Hours: Normal Working Hours shall be 7 a.m. to 5 p.m. Monday through Friday. Generally, working hours may be extended to 7 a.m. to 7 p.m. Monday through Friday upon written approval of City.
- B. Work hours on Saturday will be considered on a case-by-case basis. Sunday work is not to be scheduled.
- C. Submit requests for extended work hours to City for approval at least 48 hours prior to working the extended work hours. Extended work hours may be considered by City for entire project duration or on a case by case basis, at the direction of the City.
- D. If an emergency situation arises, i.e., line break, sewer overflow, utility service interruption, that necessitates Contractor working after Normal Work Hours with little or no advance notice, Contractor shall immediately notify City. Contractor shall proceed with the emergency work only, taking care to minimize impacts of the situation.
- E. No additional compensation will be considered for extended work hours.

**17.12 NOTIFICATION TO PROPERTY OWNERS**

- A. It is the responsibility of the Contractor to notify in writing any property owner whose service could be affected by the work being performed in the area. Notification shall be done 48 hours prior to performing any work. The notification shall be on the Contractor's letterhead and will contain the following information:
  - 1. Date.
  - 2. Name of Project.
  - 3. Description of the type of work.
  - 4. Time of construction – start and end date.
  - 5. Project Manager, name and phone number.
  - 6. Project Superintendent, name and phone number.
  - 7. Project Foreman, name and phone number.

8. 24-hour emergency number.

17.15 SUBCONTRACTORS

- A. No Subcontractor will be allowed to perform Work on this project unless the Contractor's superintendent is on site to supervise their activities.

17.16 UNPERMITTED DISCHARGE PENALTIES

- A. Any overflows that occur shall be reported to the Engineer. The Owner will file all necessary documents and reports required by the TCEQ. Any resulting unpermitted discharge penalties are the responsibility of the Contractor.
- B. The Contractor shall owe the unpermitted discharge penalty to the Owner when the Owner reports any unpermitted discharge caused by the actions of the Contractor as an unpermitted discharge to TCEQ.
- C. The Contractor shall add a line item to the monthly pay estimate for the unpermitted discharge penalty. The line item shall be added to the monthly pay estimate after the first occurrence and shall be maintained on each monthly pay estimate thereafter.
- D. The Contractor shall add the penalty to the monthly pay estimate each time an unpermitted discharge report is filed. The penalty shall be added as would any liquidated damages, as a negative line item to be subtracted from the total amount due to the Contractor that month.
- E. The Contractor shall receive final payment in accordance with these documents less any unpermitted discharge penalties incurred.
- F. The determination if an unpermitted discharge is caused by the Contractor's actions shall be the sole authority of the Owner.

END OF DOCUMENT

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Payment for each item installed shall be made according to the unit price bid, as listed on the Bid Form, and will be considered as full compensation for the item, including all labor, materials, and equipment required to complete the item in accordance with the Contract Documents. Only those items appearing on the Bid Form will be considered for payment on a unit price basis.
- B. For work items included in the technical specifications and not listed herein, such work shall be considered part of or incidental to its related work.
- C. Pay items for the work are listed on the Bid Form and briefly described herein. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be considered incidental to the pay items and the cost of such shall be included in the pay item most closely associated with the work involved. The price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, machinery, equipment, tools, apparatus, service, and other necessary supplies and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.
- D. When actual field conditions differ from assumed design conditions and result in a reduction in materials, equipment, and appurtenances to be installed, a negative adjustment will be made to the Contract. If items are provided on the bid form, these items will be used for adjustment, otherwise, the Contractor shall provide costs for a Change Order.
- E. When actual field conditions differ from assumed design conditions and result in an additional quantity of a bid item, Contractor shall notify City prior to installing the item over the bid quantity. Upon review and approval of the requested additional quantity, a positive adjustment will be made to the Contract. If the Contractor installs the additional quantity of the bid item above the bid quantity without prior approval from the City, payment for the additional quantity may not be approved.
- F. The Contractor shall furnish all necessary labor, materials, machinery, equipment, tools, apparatus, service, and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications at the price listed on the Bid Form. The Work shall be complete-in-place and ready for operation.
- G. The Contractor has become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and has fully inspected the site in all particulars informing himself fully regarding all conditions pertaining to the Work site.

## 1.2 SCHEDULE OF PAY ITEMS

- 1. Mobilization:** This work shall consist of the construction preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work.

Mobilization will not be measured but will be paid for at the Contract lump sum price. The cost of all required insurance and bonds will be incidental to the Mobilization item. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Payment of the Mobilization item will not be made more than once, regardless of the fact that the Contractor may have to, for any reason, shut the work down on the project, move their equipment away from the project and then back again.

- 2. Design and Implementation of Traffic Control Plan:** No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the Contractor's costs. This pay item includes, but is not limited to the following:

- Preparing, implementing, adjusting as necessary, and maintaining the Contractor's approved Traffic Control Plan;
- Updating and submitting traffic control plans, as necessary, according to city, county, and other applicable regulations;
- Preparing, implementing, maintaining, and adjusting, as necessary, pedestrian controls;
- Providing and installing temporary guard rails or fencing around work areas; and
- Providing all other related and necessary labor, equipment, pavement markings, and materials to complete the Work.

- 3. Stormwater Pollution Prevention:** This work shall consist of furnishing and installing erosion and sediment control measures throughout the life of the project to control erosion and to minimize the sedimentation in rivers, streams, lakes, and reservoirs as specified in the Contract Documents or as directed by the City. Stormwater pollution prevention measures shall be applied to all disturbed areas.

This item will be paid for at the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work. The maintenance, repair, resetting, and final removal of all erosion and sediment control devices will not be measured, but the cost will be incidental to this pay item.

- 4. – 7. Demolish Concrete/Asphalt Pavement, Concrete Curb and Gutter, Concrete Gutter and Concrete Sidewalk:** This work shall consist of the full depth removal and disposal of existing vehicular concrete/asphalt pavement, existing concrete curb and gutter, existing concrete gutter, or existing concrete sidewalk as specified in the Contract Documents or as directed by the City. Protection of items to remain is incidental to this pay item. Any damage to items to be retained due to the Contractor's operations as determined by the City shall be repaired or replaced in a manner acceptable to the City at no additional cost.

The payment will be full compensation for all work specified regardless of the type or depth of material removed and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment shall be limited to the quantity provided on bid form or additional quantity approved by the City prior to the completion of the additional work. These items will be measured and paid for at the Contract unit price of completed and accepted work as follows:

-Demolish Asphalt/Concrete Pavement per square yard

- Demolish Concrete Curb and Gutter per linear foot
- Demolish Concrete Gutter per linear foot
- Demolish Concrete Sidewalk per square yard

- 8. Remove and Salvage Antique Brick Pavers:** This work shall consist of removing existing antique brick roadway pavers for incorporation into the work, cleaning pavers, removing and disposing of unsalvageable pavers, palletizing salvaged pavers not used for the work, and delivering unused pavers to storage location provided by the City. Removal of all base material under the pavers, including all concrete, as required to complete work are incidental to this pay item. Contractor shall take measures to protect pavers to the maximum extent practicable. Contractor shall coordinate directly with the City prior to removing any existing pavers.

Remove and Salvage Antique Brick Pavers will be measured and paid for at the Contract unit price per square yard of complete and accepted work. Payment shall be limited to the quantity provided on the bid form or additional quantity approved by the City prior to performing the additional work. The payment will be full compensation for all work specified and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- 9. Remove and Replace 4" Drain Pipe at Curb on McKinney St:** This work shall consist of the removal and replacement of existing 4" drain pipe that connects the roof downspout to the curb on McKinney Street. Contractor to remove and replace drain pipe as required to complete work. Contractor to ensure positive drainage through replaced drain pipe. Any damage to drain pipe or roof drainage system due to the Contractor's operations as determined by the City shall be repaired or replaced in a manner acceptable to the City at no additional cost.

Remove and Replace 4" Drain Pipe shall not be measured but will be paid for at the Contract lump sum price. The payment will be full compensation for all work specified and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- 10. Miscellaneous Demolition:** This work shall consist of the removal and proper disposal of existing items to the extent required to complete the improvements as specified in the Contract Documents or as directed by the City not otherwise accounted for by other pay items. Protection of all existing items to be retained is incidental to the work. Any damage to items to be retained due to the Contractor's operations as determined by the City shall be repaired or replaced in a manner acceptable to the City at no additional cost.

Miscellaneous Demolition shall not be measured but will be paid for at the Contract lump sum price. The payment will be full compensation for all work specified regardless of the type or depth of material removed and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- 11. Concrete Electrical Junction Box Height Adjustment:** This work shall consist of removal of concrete electrical junction box and resetting of box to flush with final grade. Adjustment of electrical conduit and wiring is subsidiary to this pay item. If junction box is lost, stolen or damaged by the Contractor's operations as determined by the City, Contractor shall replace junction box at no additional cost to the City.

Concrete Electrical Junction Box Height Adjustment shall be measured and paid for at the Contract unit price per each of completed and accepted work. Payment shall be limited to the quantity provided on the bid form or additional quantity approved by the City prior to the completion of the additional work. The payment will be full compensation for all excavation, saw cutting, backfill, disposal of excess material, pipe, and for all labor, materials, equipment, tools and incidentals necessary to complete the work.

- 12. Install Reclaimed Antique Brick Pavers:** This work shall consist of palletizing and storing salvaged antique brick pavers in secure location, transporting reclaimed brick pavers from designated storage location to project site, furnishing and installing base material matching existing adjacent pavers, bedding sand, reclaimed antique brick pavers, and standard joint sand. Installation of reclaimed pavers to match existing adjacent pavers and provide positive drainage is incidental to this pay item. Compaction as specified in the Contract Documents and per manufacturer's recommendations is incidental to this pay item.

Install Reclaimed Antique Brick Pavers shall be measured and paid for at the Contract unit price per square foot of completed and accepted work. Payment shall be limited to the quantity provided on the bid form or additional quantity approved by the City prior to the completion of the additional work. The payment will be full compensation for all work specified for the installation of reclaimed antique brick pavers and for all labor, materials, equipment, tools and incidentals necessary to complete the work.

- 13. 5" Concrete Sidewalk – Broom Finish:** This work shall consist of the furnishing and installing reinforced concrete sidewalk conforming to the lines, grades and design depicted in the Contract Documents. Excavation, storage or disposal of excavated material, subgrade preparation, sand cushion, concrete, forms, reinforcement steel, chairs, finishing, curing, joints, joint construction, connection to existing pavement, saw cutting, finishing and joint sealing as specified in the Contract Documents are incidental to this pay item.

4" Concrete Sidewalk – Broom Finish shall be measured and paid for at the Contract unit price per square foot of completed and accepted work. Payment shall be limited to quantity provided on bid form or additional quantity approved by the City prior to the construction of the additional work. The payment will be full compensation for all work specified for the installation of concrete sidewalk and for all labor, materials, equipment, tools and incidentals necessary to complete the work.

- 14. 6" Concrete Curb and Gutter:** This work shall consist of furnishing and installing 6" concrete curb and gutter conforming to the lines, grades and design as specified in the Contract Documents.

Concrete Curb and Gutter shall be measured and paid for at the Contract unit price per linear foot of completed and accepted work. The payment will be full compensation for concrete, forms, excavation, backfill, disposal of excess material, finish, joint sealer and for all labor, materials, equipment, tools and incidentals necessary to complete the work. Payment shall be limited to quantity provided on bid form or additional quantity approved by the City prior to the construction of the additional work.

- 15. and 16. Variable Height Concrete Curb and Gutter and Concrete Curb:** This work shall consist of furnishing and installing variable height concrete curb and gutter and variable height concrete curb conforming to the lines, grades and design as specified in the Contract Documents.

Variable Height Concrete Curb and Gutter and Variable Height Concrete Curb shall be measured and paid for at the Contract unit price per linear foot of completed and accepted work. The payment will be full compensation for concrete, forms, excavation, backfill, disposal of excess material, finish, joint sealer and for all labor, materials, equipment, tools and incidentals necessary to complete the work.. Payment shall be limited to quantity provided on bid form or additional quantity approved by the City prior to the construction of the additional work.

- 17. Asphalt Transition:** This work shall consist of furnishing and placing permanent hot mix asphaltic concrete material and grading transition to match grade of existing asphalt pavement. Providing and installing pavement courses specified in Contract Documents or

matching existing pavement design (including concrete base and connection to existing concrete base) as directed by the City are incidental to this pay item. This item shall include furnishing all materials, heating, mixing, hauling, placing asphaltic mixtures, rolling and finishing, and application of prime coat and tack coat.

Asphalt Transition shall be measured and paid for at the Contract unit price per ton of completed and accepted work. Payment shall be limited to the quantity provided on the bid form or additional quantity approved by the City prior to the construction of additional work. The payment will be full compensation for all work specified for the installation of asphalt transition and for all labor, materials, equipment, tools and incidentals necessary to complete the work.

- 18. Curb Ramp with Detectable Warning Surface:** This work shall consist of constructing reinforced concrete curb ramp as depicted in Contract Documents, including the excavation; subgrade preparation; backfilling with suitable material; furnishing, transporting, mixing, placing, curing, jointing, and finishing of concrete. The curb free ramp shall be installed to line, grade and design depicted in the plans. Providing and installing detectable warning surface is incidental to this pay item.

Curb Ramp with Detectable Warning Surface shall be measured and paid for at the Contract unit price per each of completed and accepted work. The payment will be full compensation for all specified work and for all labor, materials, equipment, tools and incidentals necessary to complete the work. Payment shall be limited to the quantity provided on the bid form or additional quantity approved by the City prior to the construction of additional work.

- 19. Remove Existing Grate and Provide/Install Curb Inlet with Grate on Existing Concrete Storm Box:** This work shall consist of removing existing grate from existing concrete storm box and providing and installing new curb inlet with grate in same location on existing concrete storm box as specified in the Contract Documents. Excavation and disposal of debris and unsuitable fill material; backfilling with suitable material and compacting, as required; furnishing and installing all materials needed to make connection; and protection of items to remain (including all existing underground utilities) are incidental to this pay item. Any damage to items to be retained due to the Contractor's operations as determined by the City shall be repaired or replaced in a manner acceptable to the City at no additional cost.

Remove Existing Grate and Provide/Install Curb Inlet with Grate on Existing Concrete Storm Box will be not be measured but paid at the Contract lump sum price of completed and accepted work. The payment will be full compensation for all work specified and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- 20. And 21. Install 2-Tank Underground Trash Receptacle System (Tank and Trash Receptacle Supplied by Others):** This work shall consist of excavation, installing two pre-fabricated concrete tanks, two trash receptacles, all associated appurtenances, and providing and installing reinforced concrete foundation and underdrain system at parking lot on McKinney and on Brown as depicted in the Contract Documents and per underground trash receptacle manufacturer's specifications. City will provide the concrete tanks, trash receptacles and appurtenances. This item includes, but is not limited to, the following:

- All necessary coordination with City personnel;
- Hauling two pre-fabricated concrete tanks, two trash receptacles, and all associated appurtenances from City yard located at 3031 Oak Grove Road.
- Locating existing underground facilities within the excavation limits, protecting any existing underground facilities (whether located prior to excavation or not), and coordinating with City and owner of any discovered facilities;

- Excavation and appropriate excavation support;
- Proper storage and utilization or disposal of all excavated material;
- Providing and installing fill material to bring adjacent areas to proposed grade;
- Providing and installing flowable fill;
- Providing and installing concrete foundation and connection to anti-float attachment (Anti-float attachment provided by City);
- Connecting anti-float attachment to precast tank per Manufacturer's detail provided in Exhibit 2 of Specifications.
- Providing and installing drainage system, piping to storm drain, and connection to storm drain;

Any damage to pre-fabricated concrete tanks, receptacles and associated appurtenances, existing underground facilities, property, or structures due to the Contractor's operations as determined by the City shall be repaired or replaced in a manner acceptable to the City at no additional cost.

Install 2-Tank Underground Trash Receptacle System (Tanks and Trash Receptacle Supplied By Others) will not be measured, but will be paid for at the Contract lump sum price of completed and accepted work. The payment will be full compensation for specified work and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

- 22. Steel Bollard:** This work shall consist of furnishing and installing steel bollards as specified in the Contract Documents.

Steel Bollard will be measured and paid for at the Contract unit price per each of completed and approved work. Payment shall be limited to the quantity provided in the bid form or additional quantity approved by the City prior to the installation of the additional quantity. The payment will be full compensation for all work specified and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

- 23. City's Allowance:** This item shall only be used as directed by the Engineer in writing for the City's purposes and only by Change Order that includes amounts to be charged to the Allowance. Contractor's overhead, profit, and related costs for products and equipment ordered by City under the contingency Allowance are included in the Allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs. Change Orders authorizing use of funds from the Allowance will include Contractor's related costs and reasonable overhead and profit margins. At Project closeout, unused amounts remaining in the contingency Allowance will be credited to City by Change Order

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

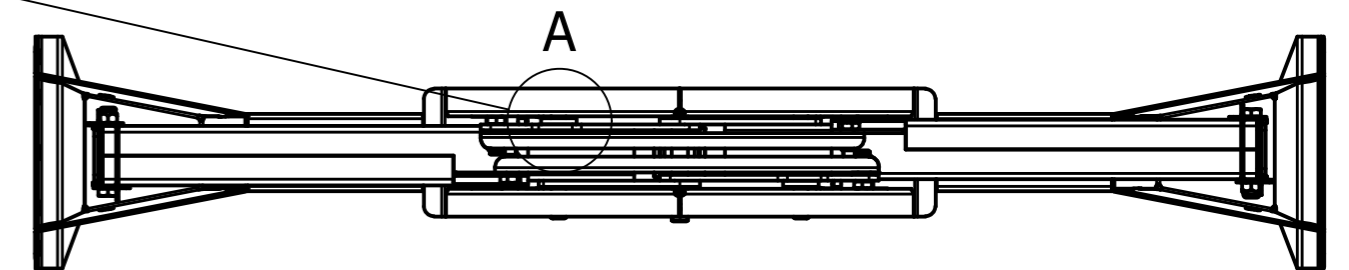
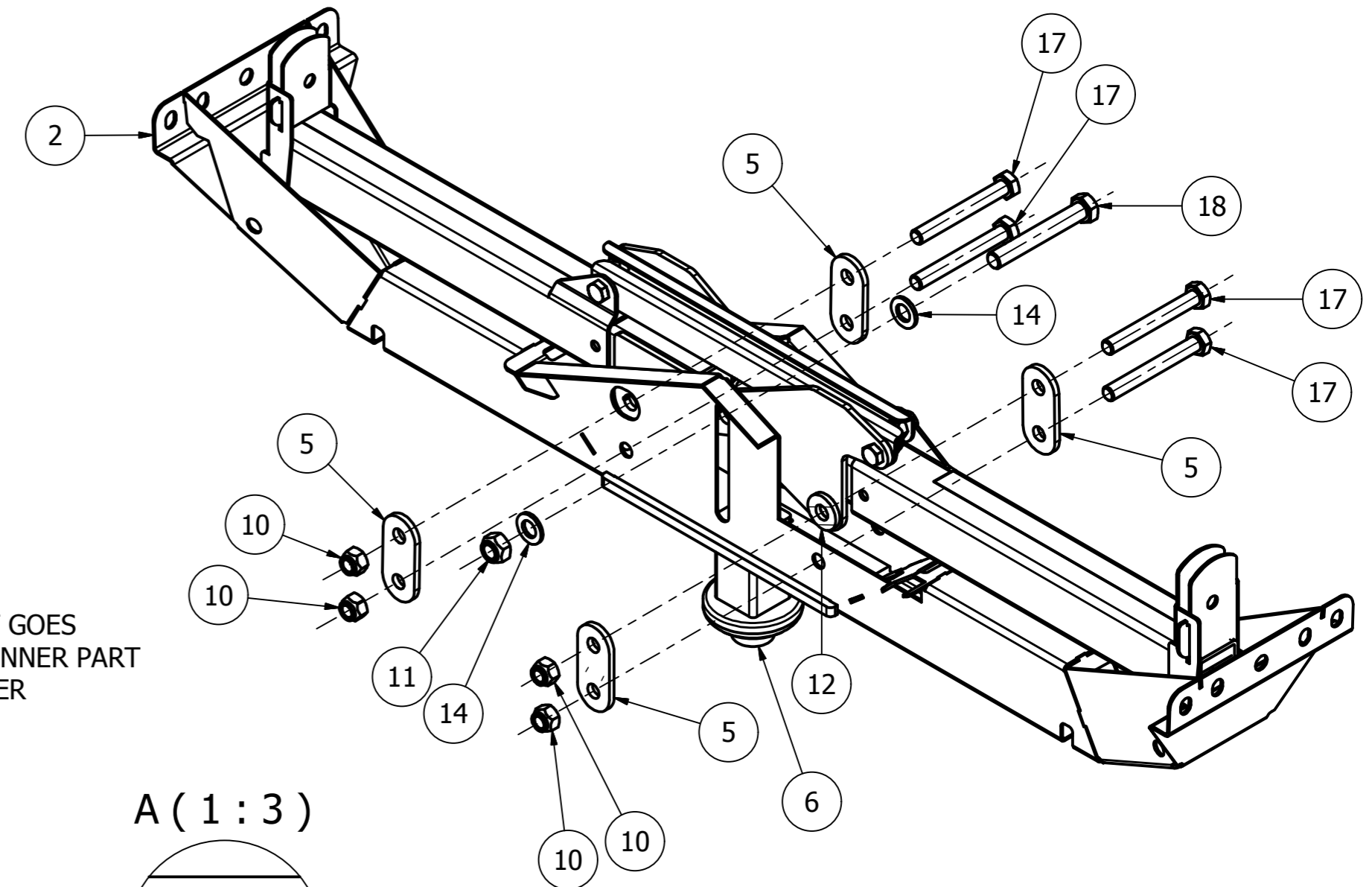
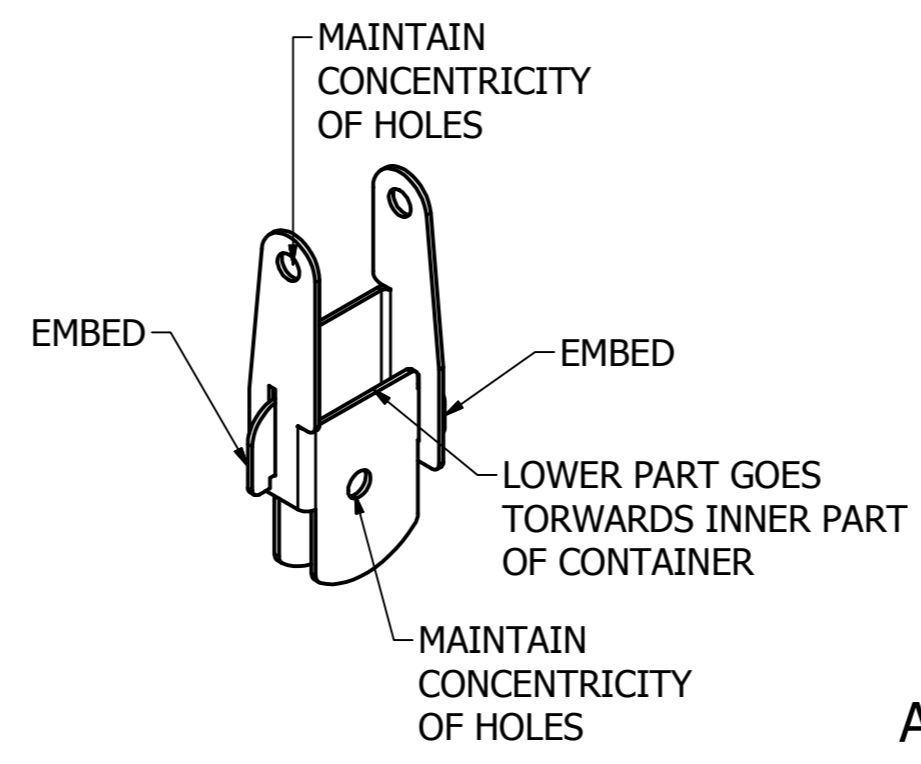
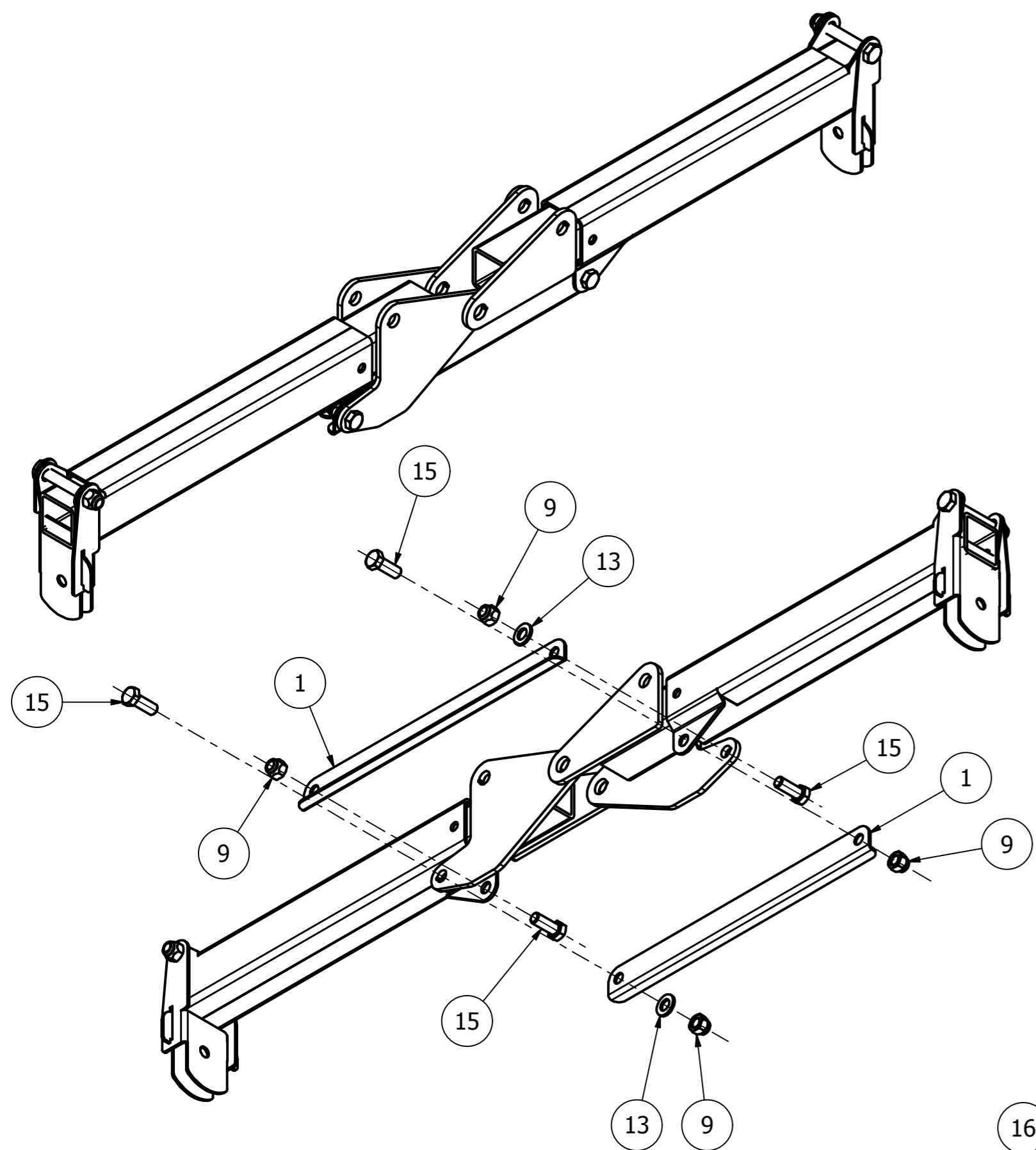
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**Underground Trash Receptacle Installation  
at Two Locations  
Ennis, TX**

**Gresham Smith  
Project No.: 46006.00**

**EXHIBIT 1**  
**Underground Trash Receptacle**  
**Product Information**

ELENCO PARTI				ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE	ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	2	C-NC-30-02-007	BIELLA MOVIMENTAZIONE MECC. NEW CITY 3000LT	10	4	DA0140MA	DADO AUTOBLOCCANTE M14
2	1	C-NC-30-02-01-4	TRAVE MECCANICA NEW CITY 3000LT	11	1	DA0160MA	DADO AUTOBLOCCANTE M16
3	2	C-NC-30-02-02	BRACCIO MECCANICA NEW CITY 3000LT	12	2	S370 - M14	RONDELLA DA STAFFAGGIO 15x35x6mm
4	2	C-NC-30-02-03-1	BRACCIO TELESCOPICO	13	2	UNI 6592 - 13 x 24	Rondella
5	4	C-NC-37-02-012	BIELLA MECCANICA	14	2	UNI 6592 - 17 x 30	Rondella
6	1	C-NC-37-02-014	TUBO MECCANICA	15	4	VTE12030	VITE T.E. M12x30
7	2	C-NC-37-PC-002	AGGANCIAMENTO ASTA LUNGO	16	2	VTE12080	VITE T.E. M12 x 80
8	2	C-NC-37-PC-003	AGGANCIAMENTO ASTA CORTO	17	4	VTE14110	VITE T.E. M14x110
9	6	DA0120MA	DADO AUTOBLOCCANTE M12	18	1	VTE16110	VITE T.E. M16x110



INSERT WASHERS (PART.12) AS SPACERS BETWEEN GIRDER (PART.2) AND ARM (PART.3)

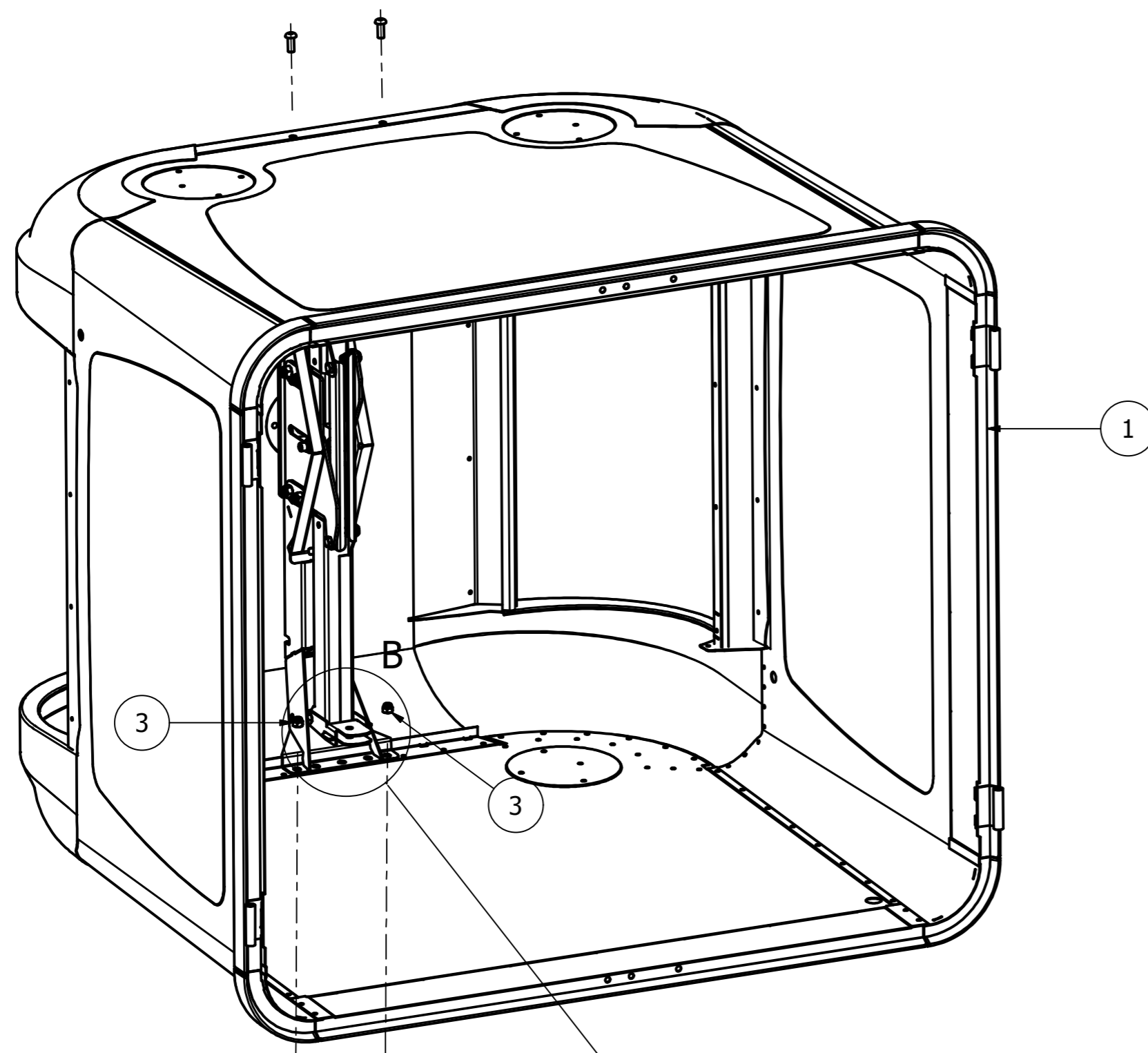
**PROCEDURE:**

1. GRESASE THE FOUR SIDES OF THE TUBULAR MECHANICAL ARM (part.3) WITH SUPPLIED WHITE GREASE.
2. INSERT THE MECHANICAL ARM (part.3) INSIDE THE TELESCOPIC ARM (part.4)
3. FIX THE ROD HOLDERS (part.7 e part.8) AS SHOWN IN DRAWING ON THE TELESCOPIC ARM (part.4) WITH THE SCREW (part.16) AND NUTS (part.9). DO NOT CLOSE TIGHTLY BUT LEAVE ABOUT 2mm OF SPACE.
4. COUPLE THE TWO OBTAINED BLOCKS AND INSERT THEM IN THE MECHANICAL BEAM (part.2)
5. INSERT THE MECHANICAL TUBE (part.6) IN THE BEAM AND TIE IT TO THE ARM BLOCKS THROUGH SCREW (part.18), WASHERS (part.14) AND NUT (part.11). DO NOT CLOSE TIGHTLY.
6. FIX THE MECHANICAL HANDLING RODS (part.1) TO THE MECHANICAL ARMS WITH SCREWS (part.15), WASHERS (part.13) AND THE NUTS (part.9). DO NOT CLOSE TIGHTLY.
7. FIX THE MECHANICAL HANDLING RODS (part.1) THROUGH THE TELESCOPIC ARMS WITH SCREWS (part.15) AND THE NUTS (part.9). DO NOT CLOSE TIGHTLY.
8. FIX THE ARM TO THE BEAM BLOCK THROUGH MECHANICAL CONNETTING RODS (part.5) WITH SCREWS (part.17) NUTS (part.10) AND SPACER WASHERS (part.12). DO NOT CLOSE TIGHTLY.

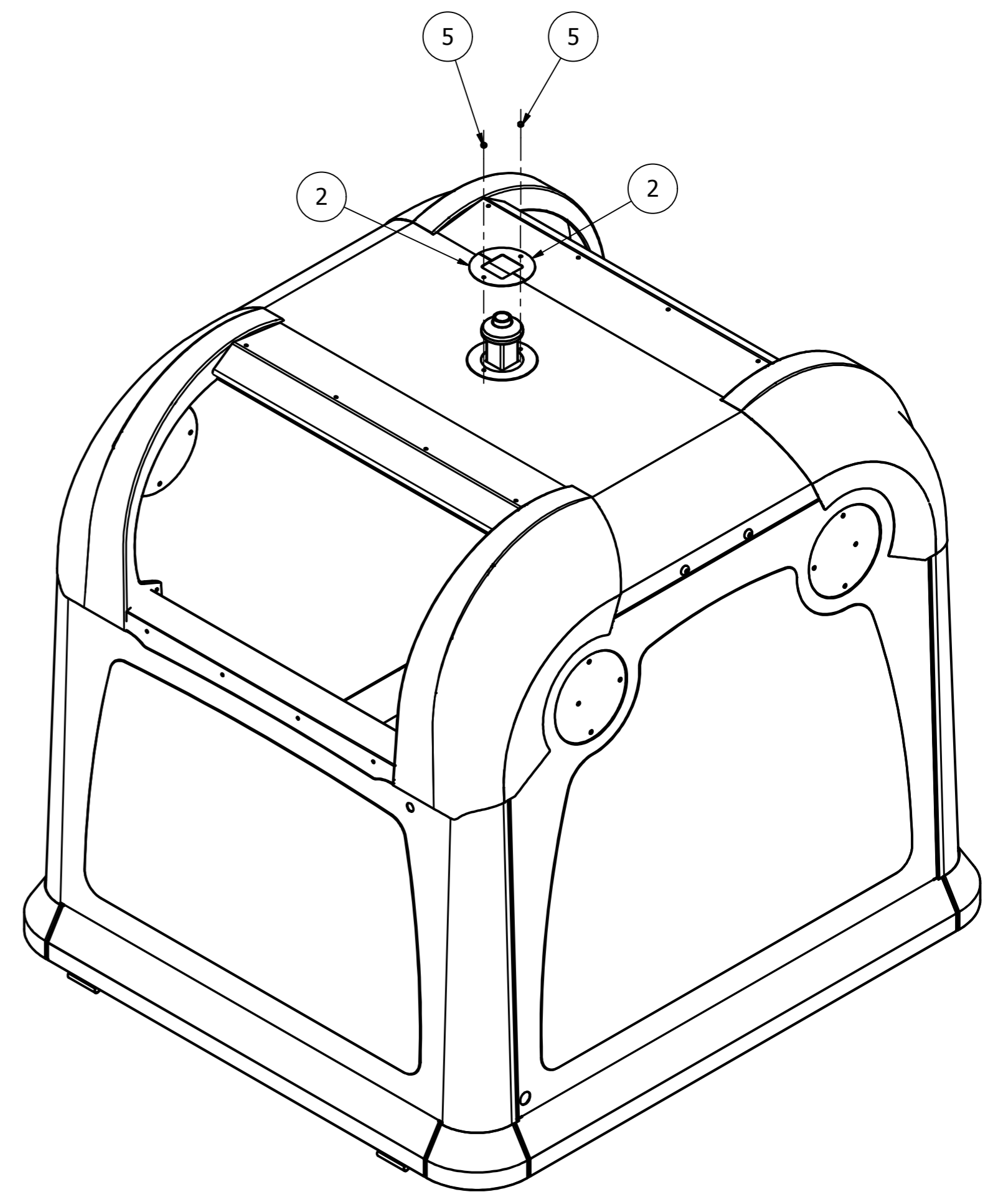
GREASE THE FOUR SIDE OF THE TUBULAR MECHANICAL ARM WITH SUPPLIED WHITE GREASE

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostra mani: "Specifiche di saldatura per i contenitori gamma Easy City e Intertrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
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Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO				DIS.N. EXP NC3000LT-RES
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
22/02/2013		//	01	marengo.a
				Controll.
				//
				Scala
				//
				Foglio
				1/9

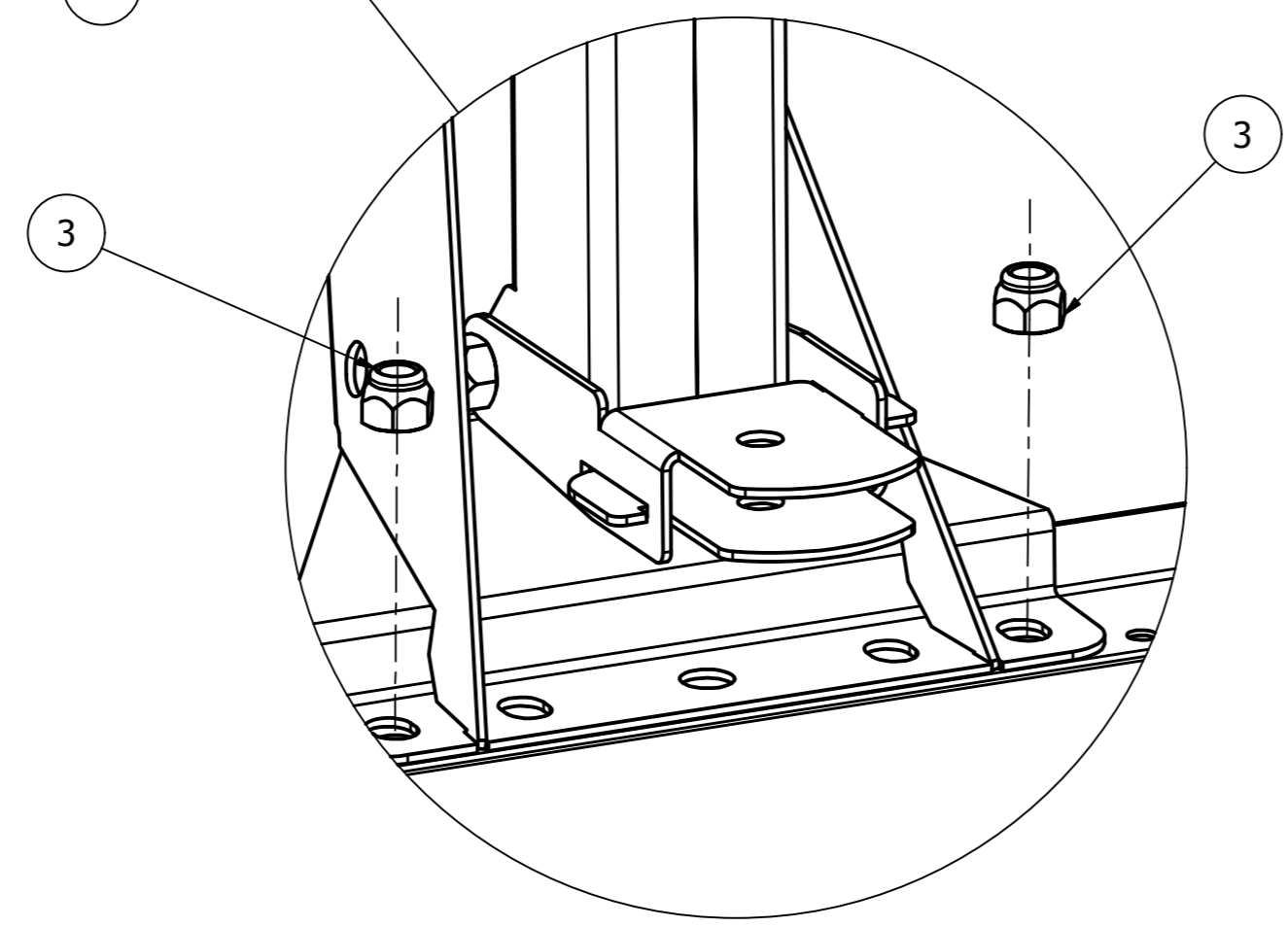




ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-NC-30-01-01-1	SCOCCA CONTENITORE 3000LT
2	2	C-NC-37-PC-004	LAMIERA FINITURA FUNGO
3	4	DA0120MA	DADO AUTOBLOCCANTE M12
4	1	FASE 01 - MECCANICA 3000LT ECO	MONTAGGIO MECCANICA NEW CITY 3000LT
5	2	RIVETTO D.6 L.3,5	RIVETTO 6x12
6	4	VTB12025	VITE T.B. M12x25



B (1 : 2)

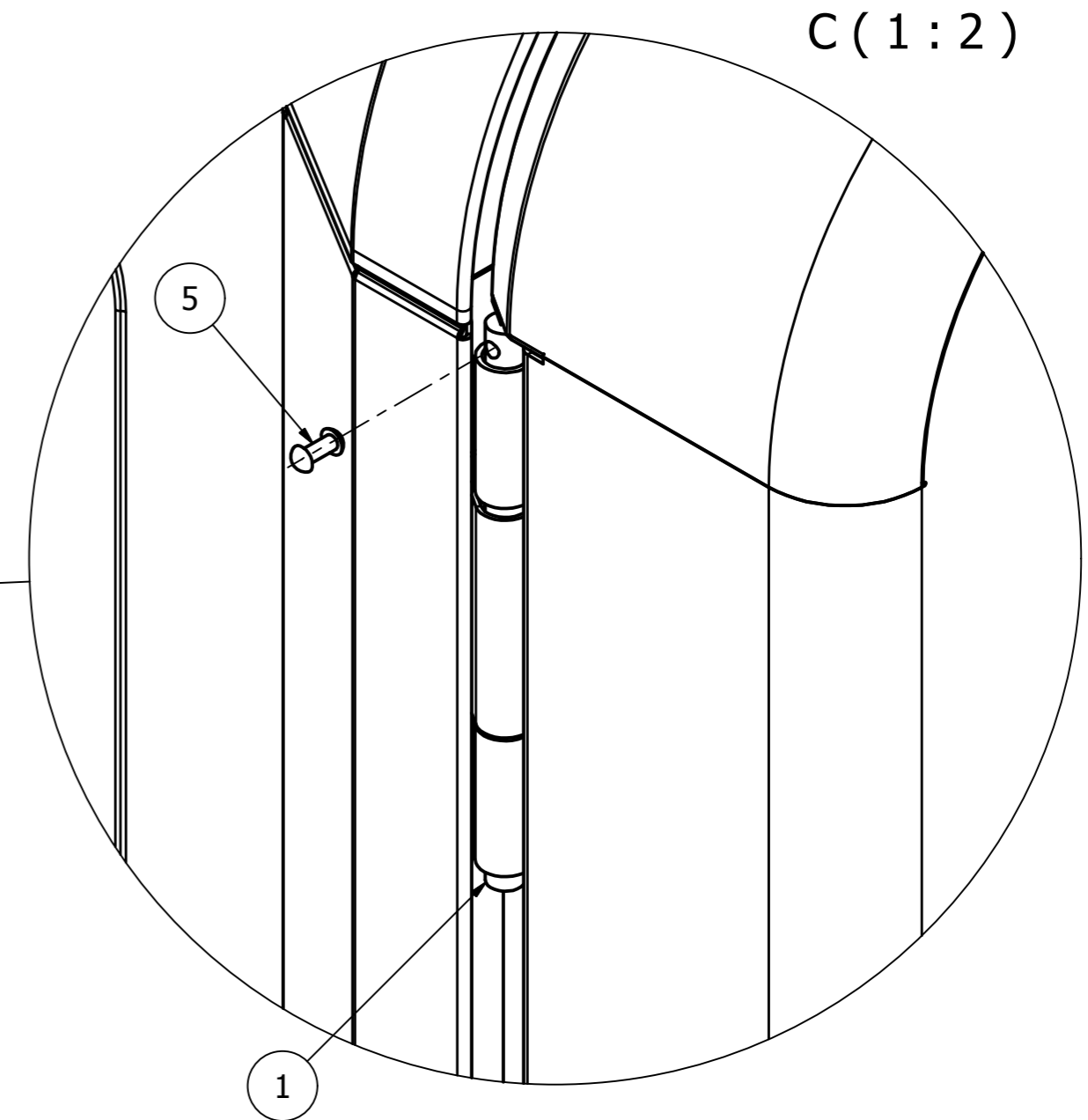
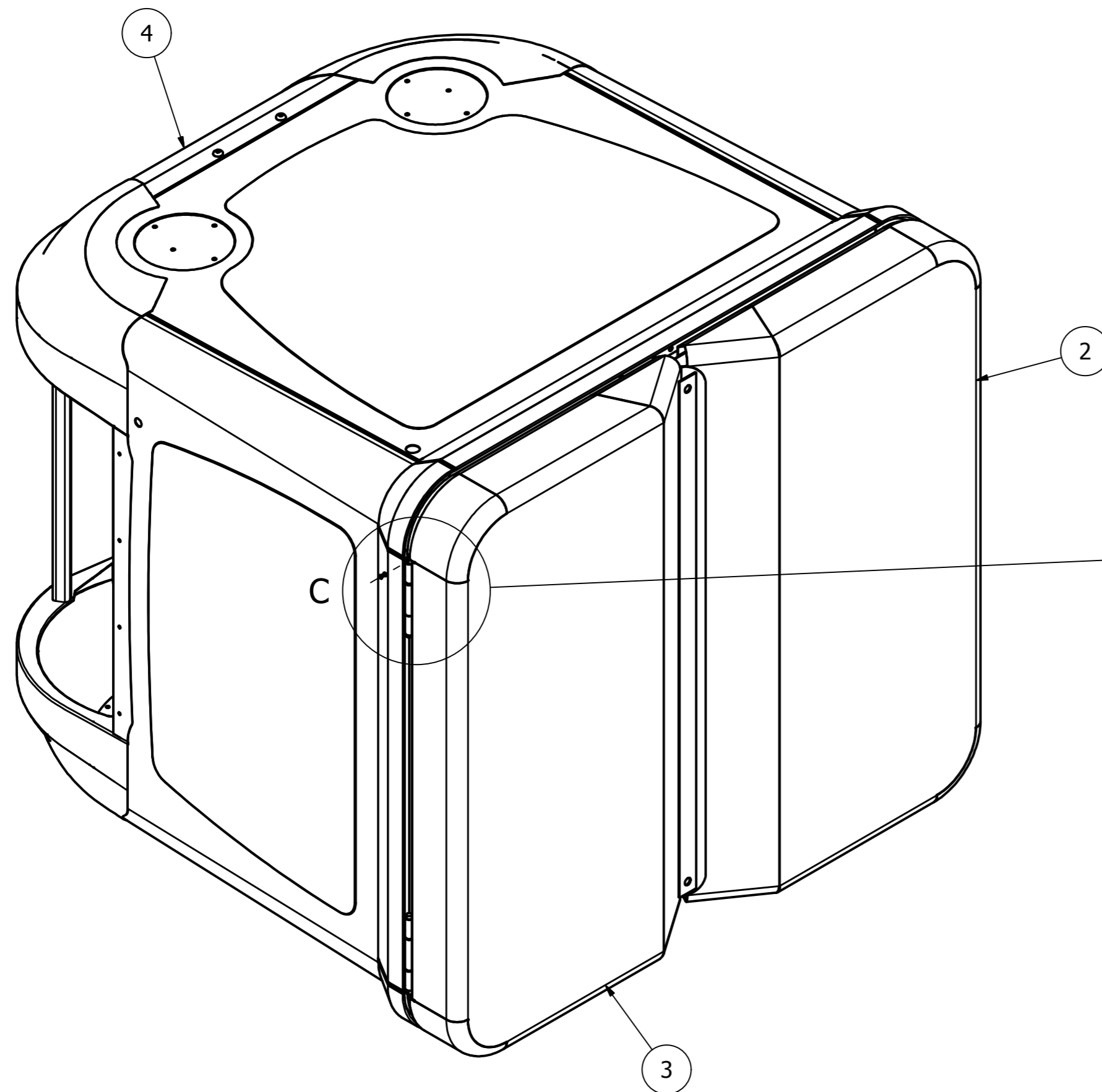


**PROCEDURE:**

1. FIX THE CONTAINER BODY (PART.1) ON THE ROTATING STRUCTURE AND TURN IT 90°
2. VERTICALLY INSERT THE MECHANICAL PRE-MOUNTED STRUCTURE (PART.4) INSIDE THE CONTAINER'S BODY (PART.1) AND FIX IT THROUGHOUT BOLTS (PART.6) AND NUTS (PART.3). CLOSE TIGHTLY.
3. FIX THE F-90 MUSHROOM COVER (PART.2) THROUGHOUT THE RIVETS (PART.5)

<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.          Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Intertrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>									
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
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MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO				DIS.N. EXP NC3000LT-RES					
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA				COD.N.					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
29/12/2011		//	01	marengo.a	//	//			2/9

ELENCO PARTI				
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE	
1	4	011-000-01	PERNO PER BLOCCO E ROTAZIONE FONDO	
2	1	C-NC-30-03-01-4	FONDI NEW CITY 3000LT	
3	1	C-NC-30-03-02-4	FONDO SENZA LABBRO 3000LT	
4	1	FASE 02 - MECCANICA su SCOCCA	FASE 02 - MECCANICA su SCOCCA	
5	4	RIVETTO D.4,8 L.12.5	RIVETTO D.4,8 L.20	



## **ATTENTION!!!!!!**

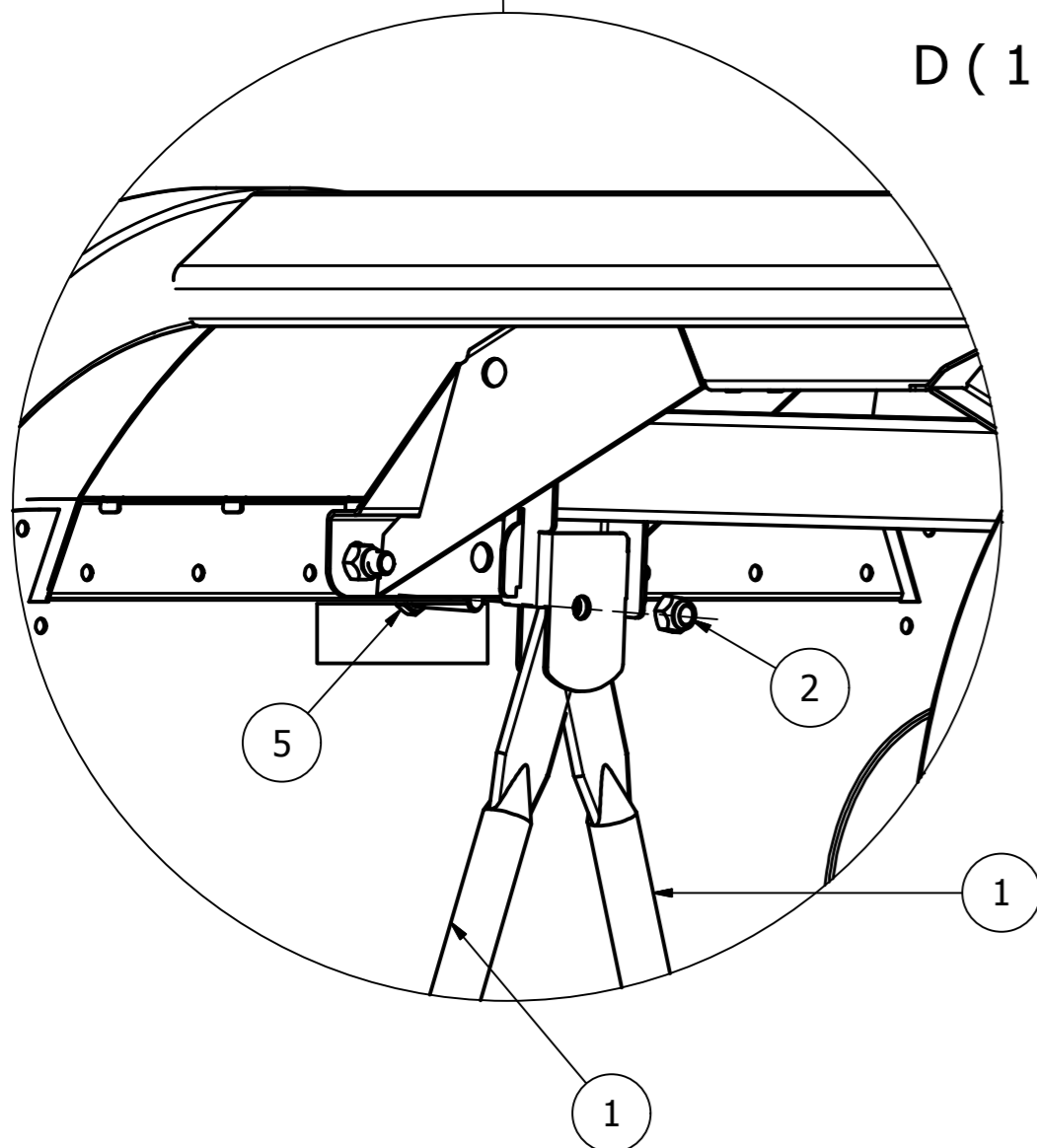
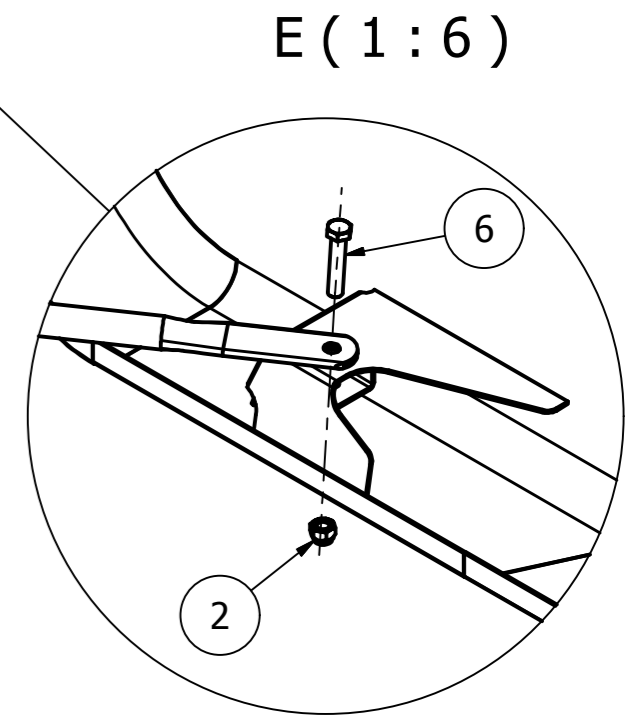
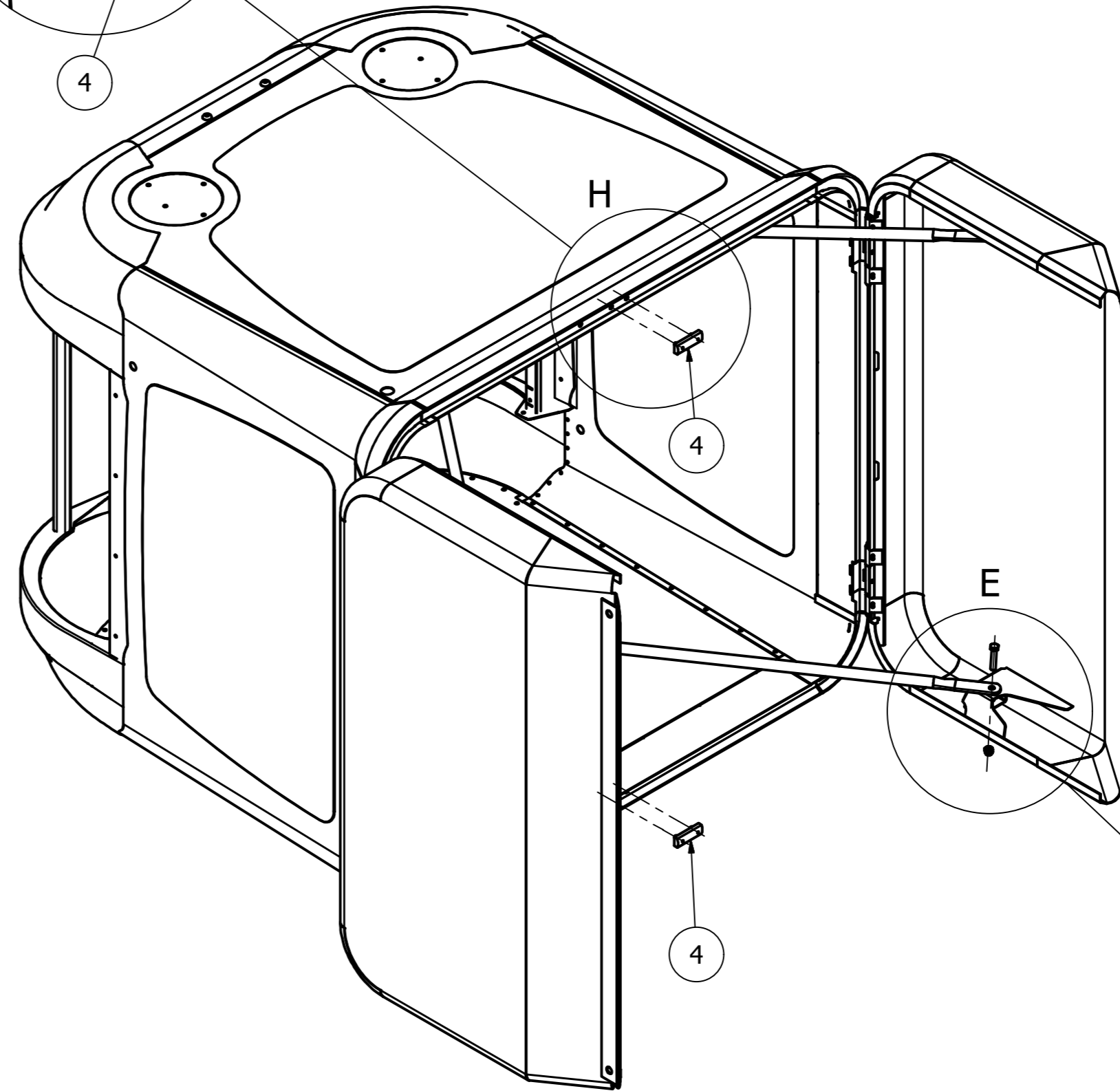
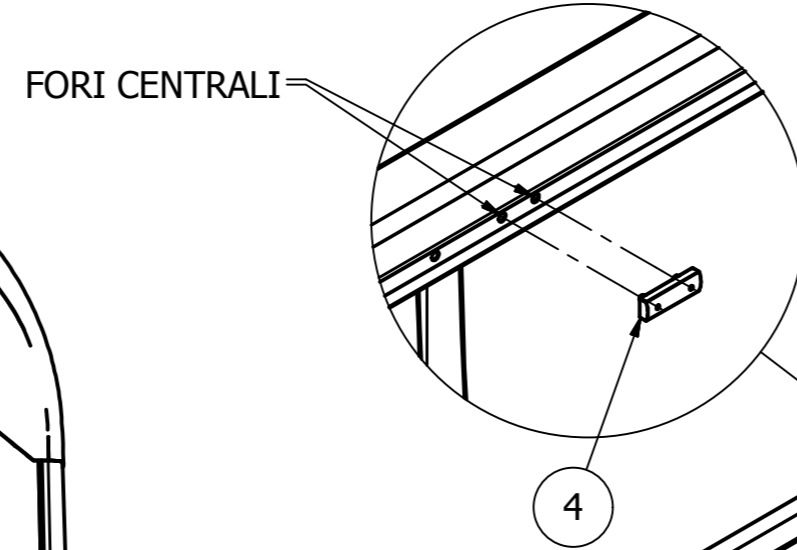
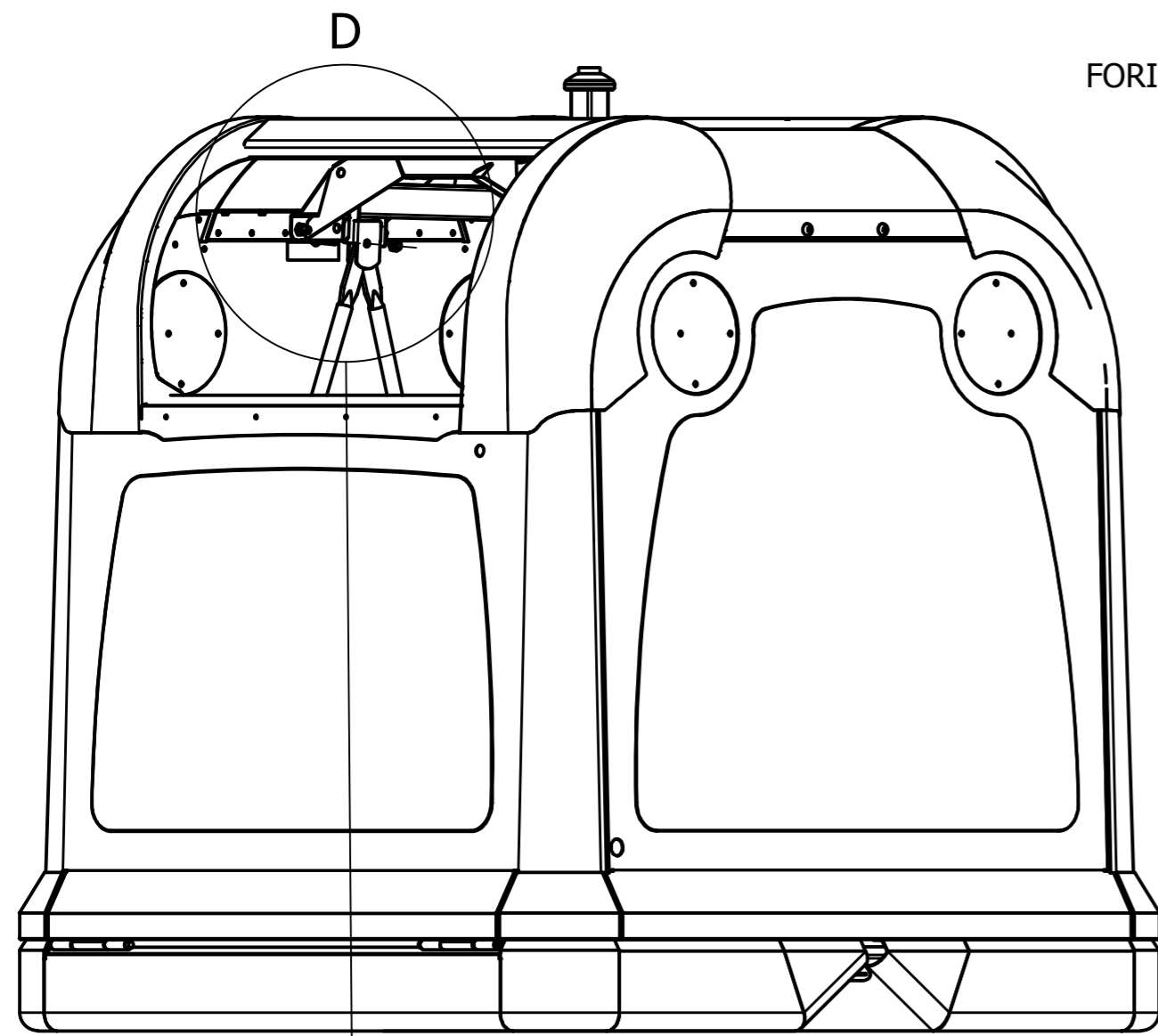
TAKE MAJOR CARE AT THE POSITION OF THE PIN. ONCE THE PIN IS INSERTED THE HOLE FOR THE RIVET SHOULD BE LOOKING THE OUTSIDE OF THE CONTAINER.

### PROCEDURE:

1. ALIGNE THE HINGES OF THE BOTTOM DOORS (PART. 2 E .3) TO THE HINGES OF THE BODY (PART.4).
2. INSERT THE PINS (PART.1) AS SHOWED ON THE SIDE.
3. FIX THE TWO PARTS WITH THE RIVETS (PART.5).

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO				DIS.N. EXP NC3000LT-RES
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
05/08/2013		//	01	marengo.a
				Controll.
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				Scala
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				Foglio
				3 / 9

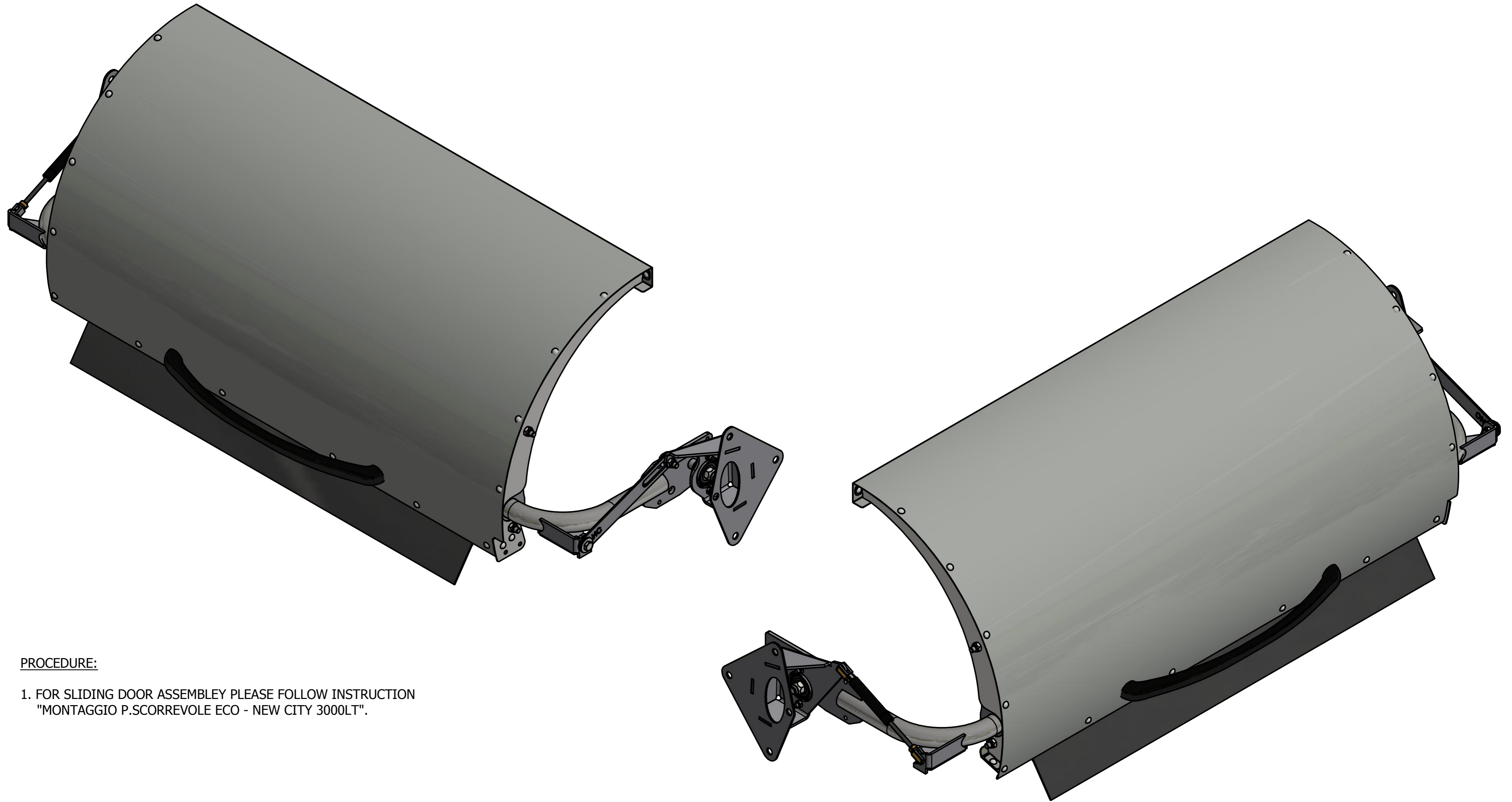
ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-NC-37-PC-001	ASTA MECCANICA
2	6	DA0120MA	DADO AUTOBLOCCANTE M12
3	1	FASE 03 - FONDI	FASE 03 - FONDI
4	2	NCM-21	FINECORSA DOPPIO
5	2	VTE12045	VITE T.E. M12 x 45
6	4	VTE12060	VITE T.E. M12x60



**PROCEDURA:**

1. FIX THE RODS (PART.1) AT THE SUPPORT BLOCK THROUGHOUT BOLT (PART.5) AND NUT (PART.2). DO NOT CLOSE TIGHTLY BUT LEAVE 2mm OF GAP.
2. FIX THE BOTTOM PART OF THE RODS TO THE BOTTOM DOORS THROUGHOUT BOLT (PART.6) AND NUT (PART.2). NO NOT CLOSE TIGHTLY BUT LEACE 2mm FO GAP.
3. WITH A SCREWDRIVER WITHOUT POINT FIX THE DOUBLE RUBBER PROTECTIONS (PART.4) ON THE CENTRAL HOLES ON THE CONTAINER'S BODY.
4. REPEAT OPERATIN 1,2 AND 3 ON BOTH SIDE .

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.								
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"								
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA				
NORD ENGINEERING		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°					
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Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"								
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO			DIS.N. EXP NC3000LT-RES					
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA			COD.N.					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala	Foglio	
06/08/2013		//	01	marengo.a	//	//	4 / 9	

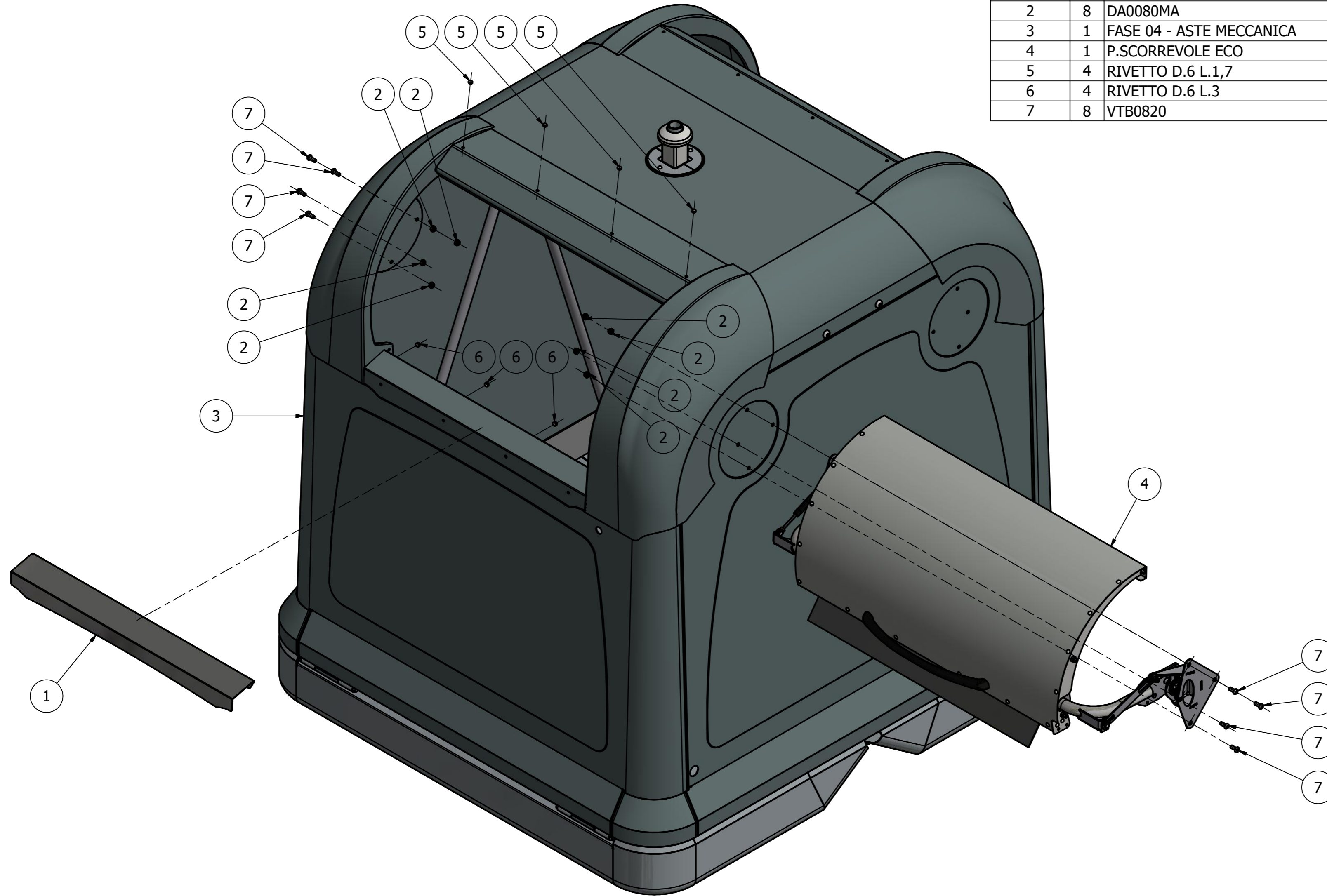


**PROCEDURE:**

1. FOR SLIDING DOOR ASSEMBLY PLEASE FOLLOW INSTRUCTION "MONTAGGIO P.SCORREVOLE ECO - NEW CITY 3000LT".

<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.</small>									
<small>Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>									
REV.N°	DATA	ESEGUITO DA	APPROVATO DA		DATA				
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°				
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO								DIS.N. EXP NC3000LT-RES	
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA								COD.N.	
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
04/09/2014		//	01	marengo.a	//	//			5/9

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-NC-30-04-010-1	LAMIERA FINITURA BOCCA R.S.U.
2	8	DA0080MA	DADO ESAGONALE AUTOBLOCCANTE M8
3	1	FASE 04 - ASTE MECCANICA	FASE 04 - ASTE MECCANICA
4	1	P.SCORREVOLE ECO	P.SCORREVOLE ECO
5	4	RIVETTO D.6 L.1,7	RIVETTO 6x10
6	4	RIVETTO D.6 L.3	RIVETTO 6x10
7	8	VTB0820	VITE TESTA BOMBATA ESAGONO INCASSATO M8X20

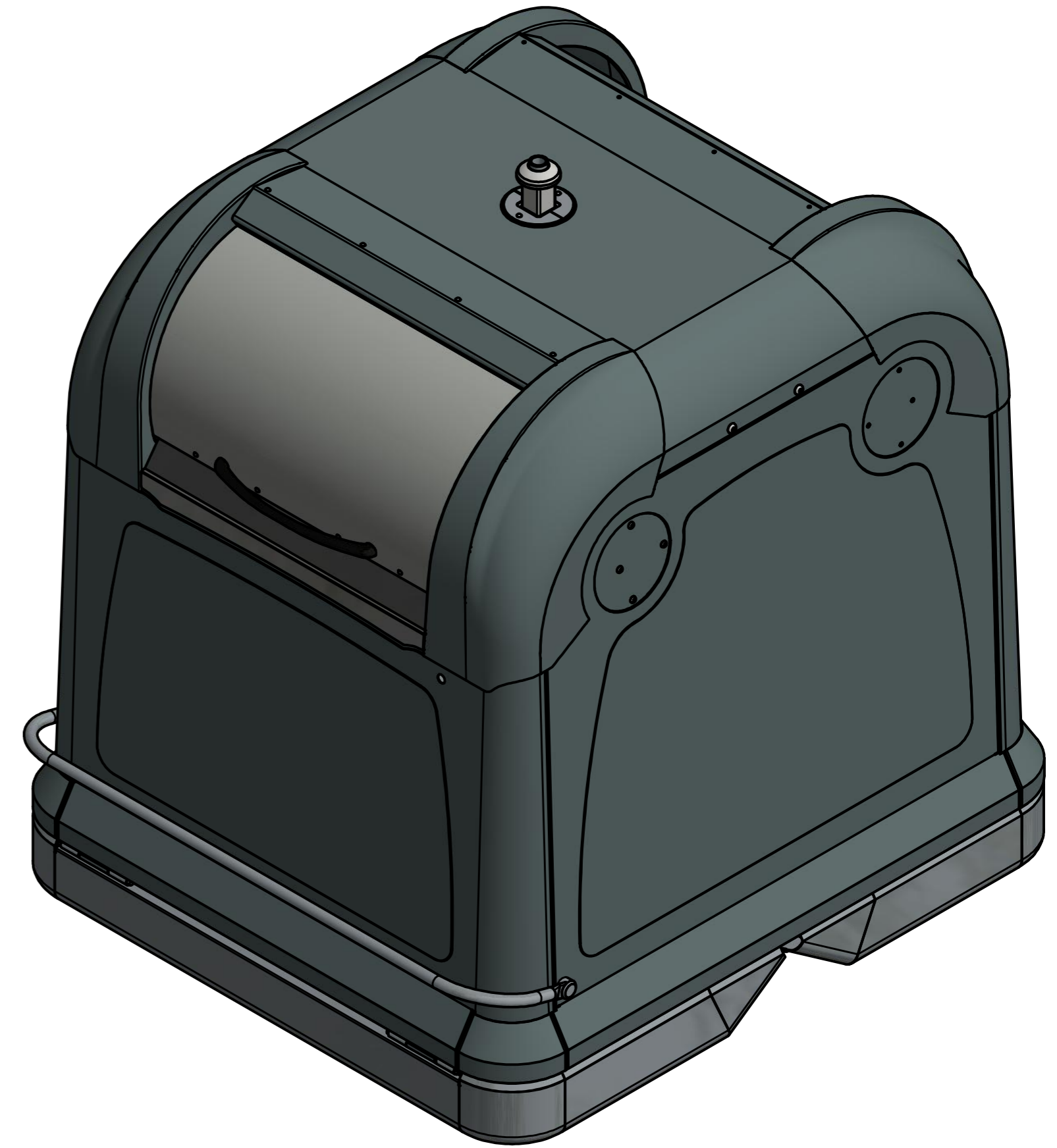
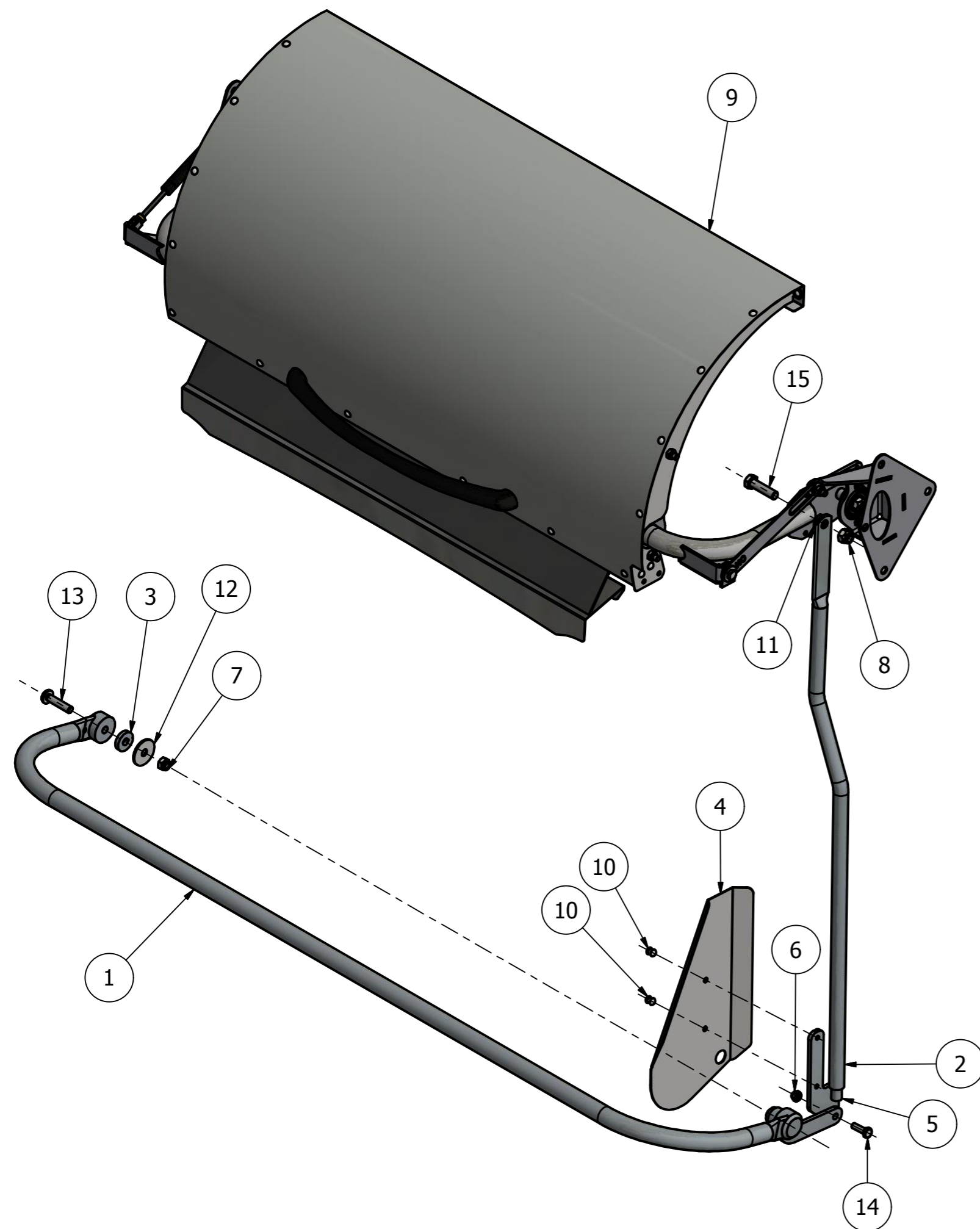


**PROCEDURE:**

1. PLACE THE SLIDING DOOR (PART.4) INSIDE THE CONTAINER'S BODY ON THE PEDAL SIDE AND FIX IT THROUGHOUT BOLTS (PART.7) AND SELF-LOCKING NUTS (PART.2). CLOSE TIGHTLY.
2. PLASE THE STAINLESS STEEL FINISHING PLATE (PART.1) ON THE CONTAINER'S BODY AND FIX IT BY INSIDE RIVETS (PART.6).
3. FIX THE RIVETS (PART.5) IN THE HOLES ON THE TOP OF THE CONTAINER'S BODY (PEDAL SIDE).

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
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REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
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Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO				DIS.N. EXP NC3000LT-RES
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
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				Scala
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				Foglio
				6/9

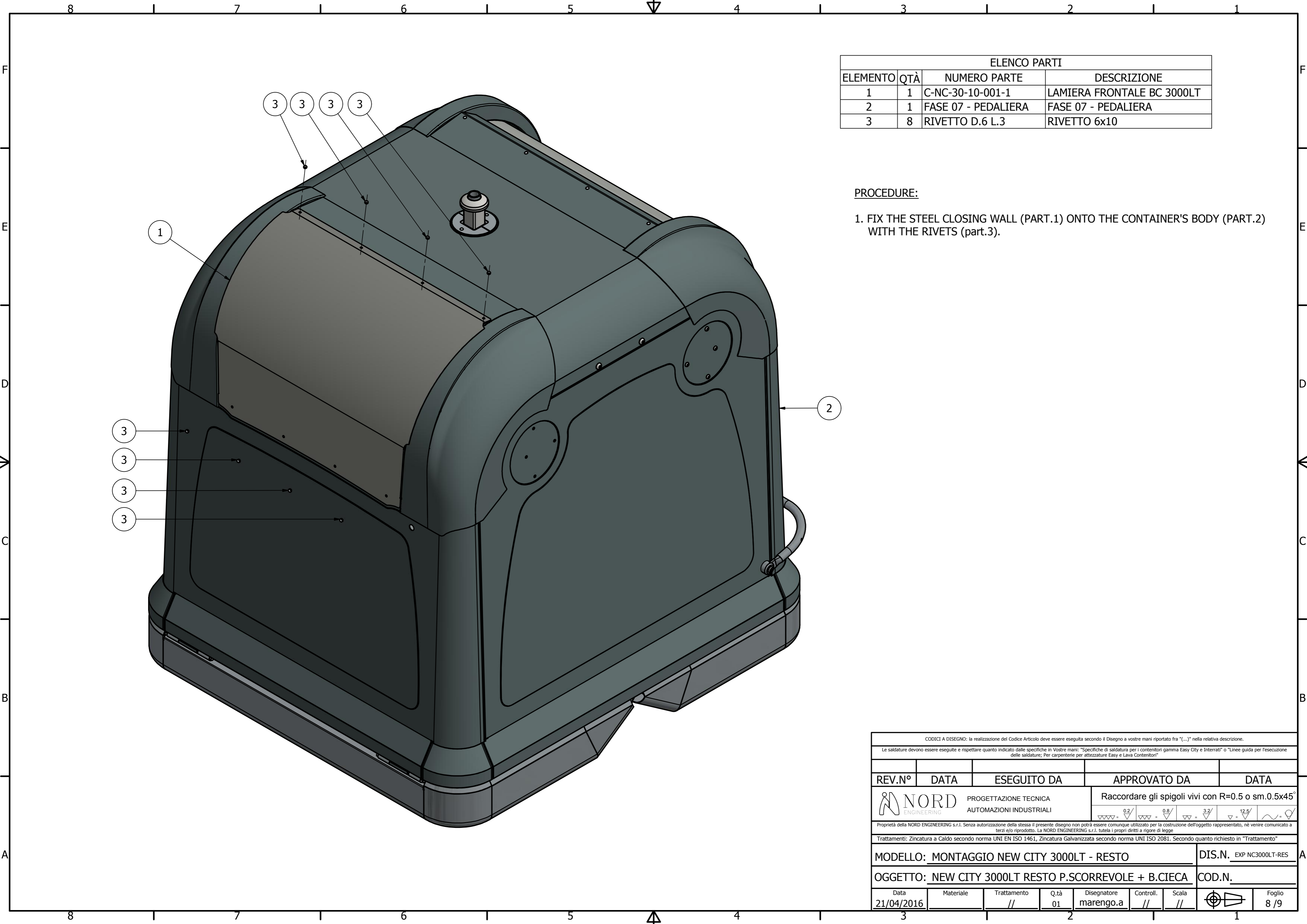
ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-NC-30-06-01	PEDALIERA 3000LT
2	1	C-NC-37-06-007	TUBO LEVERISMO PEDALIERA
3	1	C-NC-37-06-008	DISTANZIALE PEDALIERA
4	1	C-NC-37-06-009	CARTER PEDALIERA
5	1	C-NC-37-06-02	LEVERISMO INFERIORE PEDALIERA
6	1	DA0080MA	DADO ESAGONALE AUTOBLOCCANTE M8
7	1	DA0100MA	DADO AUTOBLOCCANTE M10
8	1	DA0120MA	DADO AUTOBLOCCANTE M12
9	1	FASE 06 - FISSAGGIO BOCHE - P.SCORREVOLE	FASE 06 - FISSAGGIO BOCHE - 440x240+BC
10	2	RIVETTO D.6 L.7,5	Rivetto 6x16
11	1	UNI 5589 - M12	Dado esagonale
12	1	UNI 6593 - 10,5 x 40	RONDELLA D.10 MAGGIORATA 10,5x40
13	1	UNI 7380 - M10 x 45	VITE TESTA BOMBATA ESAGONO INCASSATO M10x45
14	1	VTE08025	VITE T.E. M8x25
15	1	VTE12045	VITE T.E. M12 x 45



#### PROCEDURE:

1. INSERT PEDAL (PART.1) ON THE CONTAINER'S BODY.
2. FIX PEDAL (PART.1) ONTO THE BODY THROUGHOUT THE SPACER (PART.3), THE BOLT (PART.13), THE WASHER (PART.12) AND THE SELF-LOCKING NUT (PART.7). CLOSE TIGHTLY.
3. INSERT THE LOWER LEVER (PART.5) INTO THE PEDAL TUBE (PART.2).
4. FIX THE PEDAL TUBE (PART.2) TO THE SLIDING DOOR (PART.9) THROUGHOUT THE BOLT (PART.15), THE NUT (PART.11), AND THE SELF-LOCKING NUT (PART.8). DO NOT CLOSE TIGHTLY BUT LEAVE 2mm OF GAP.
5. FIX THE LOWER LEVER (PART.5) TO THE PEDAL (PART.1) THROUGHOUT THE BOLT (PART.14) AND THE NUT (PART.6). DO NOT CLOSE TIGHTLY BUT LEAVE 2mm OF GAP.
6. FIX THE CARTER (PART.4) ONTO THE LOWER LEVEL (PART.5) WITH RIVETS (PART.10).

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO				DIS.N. EXP NC3000LT-RES					
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA				COD.N.					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
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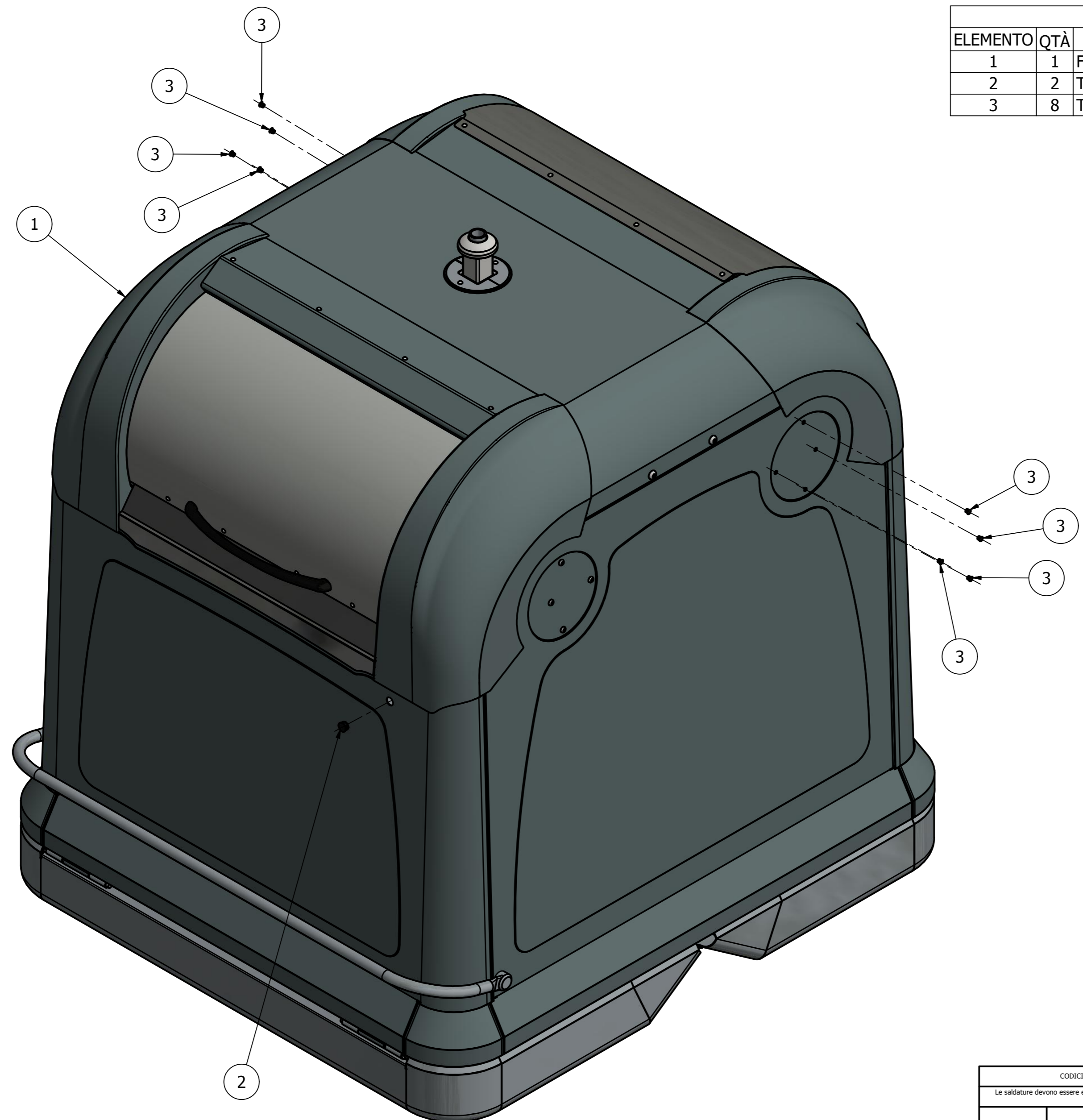


ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-NC-30-10-001-1	LAMIERA FRONTALE BC 3000LT
2	1	FASE 07 - PEDALIERA	FASE 07 - PEDALIERA
3	8	RIVETTO D.6 L.3	RIVETTO 6x10

**PROCEDURE:**

1. FIX THE STEEL CLOSING WALL (PART.1) ONTO THE CONTAINER'S BODY (PART.2) WITH THE RIVETS (part.3).

<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.</small>				
<small>Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
<b>MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO</b>				<b>DIS.N. EXP NC3000LT-RES</b>
<b>OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA</b>				<b>COD.N.</b>
Data	Materiale	Trattamento	Q.tà	Disegnatore
21/04/2016		//	01	marengo.a
				Controll.
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				Scala
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				Foglio
				8 / 9



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	FASE 08 - P.SCORREVOLE + BC	FASE 08 - P.SCORREVOLE + BC
2	2	TFLN 20	TAPPO TFLN 20
3	8	TTP 8.8	TAPPO TTP8.8 BMP TAPPI

**PROCEDURE:**

1. FIX BY PRESSURE THE PLASTIC TAPS TTP8.8 (PART.3).
2. FIX BY PRESSURE THE PLASTIC TAPS TFLN20 (PART.2).

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.									
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"									
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: MONTAGGIO NEW CITY 3000LT - RESTO			DIS.N. EXP NC3000LT-RES						
OGGETTO: NEW CITY 3000LT RESTO P.SCORREVOLE + B.CIECA			COD.N.						
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
21/04/2016		//	01	marengo.a	//	//			9/9



TABELLA  
FASE  
01

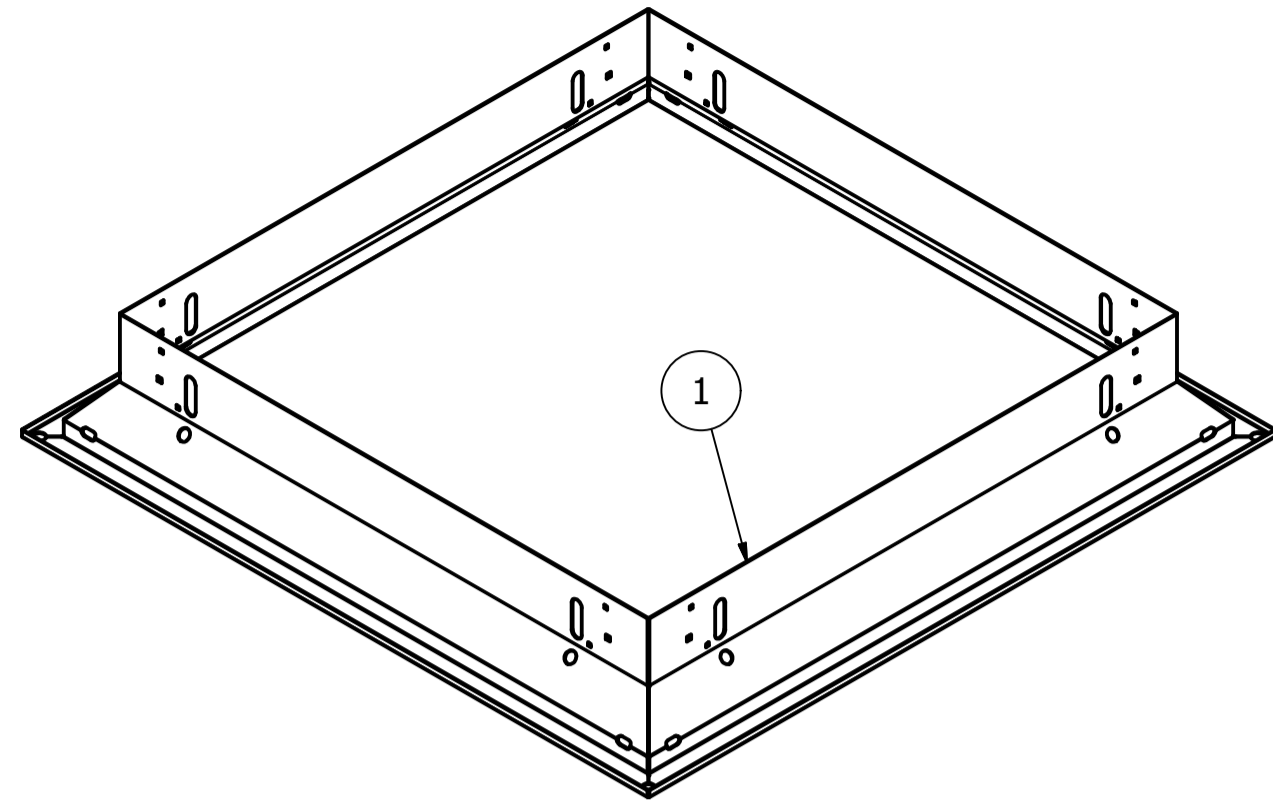
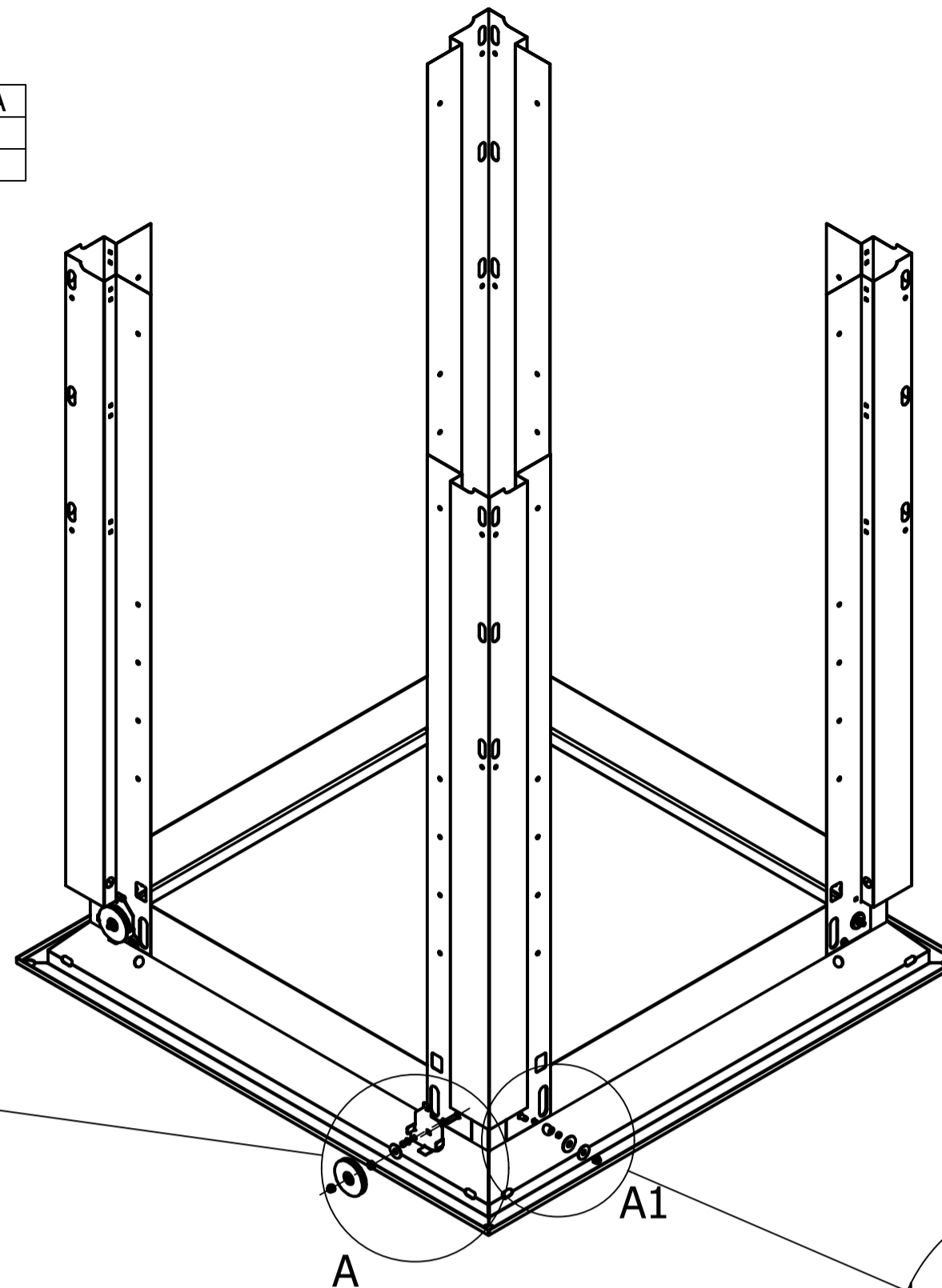
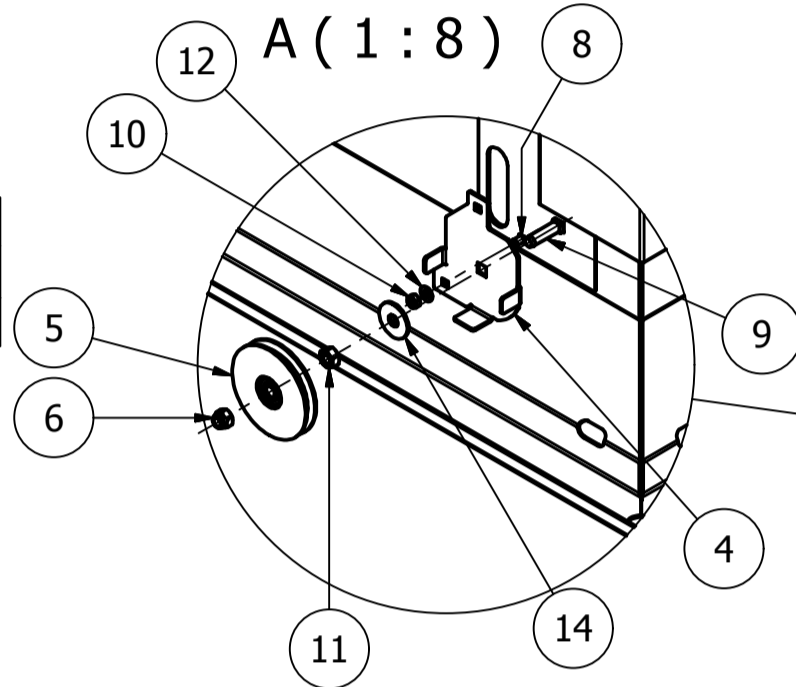


TABELLA  
FASE  
02



B (1/8)

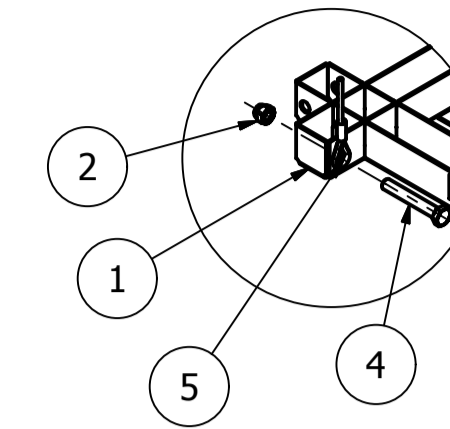
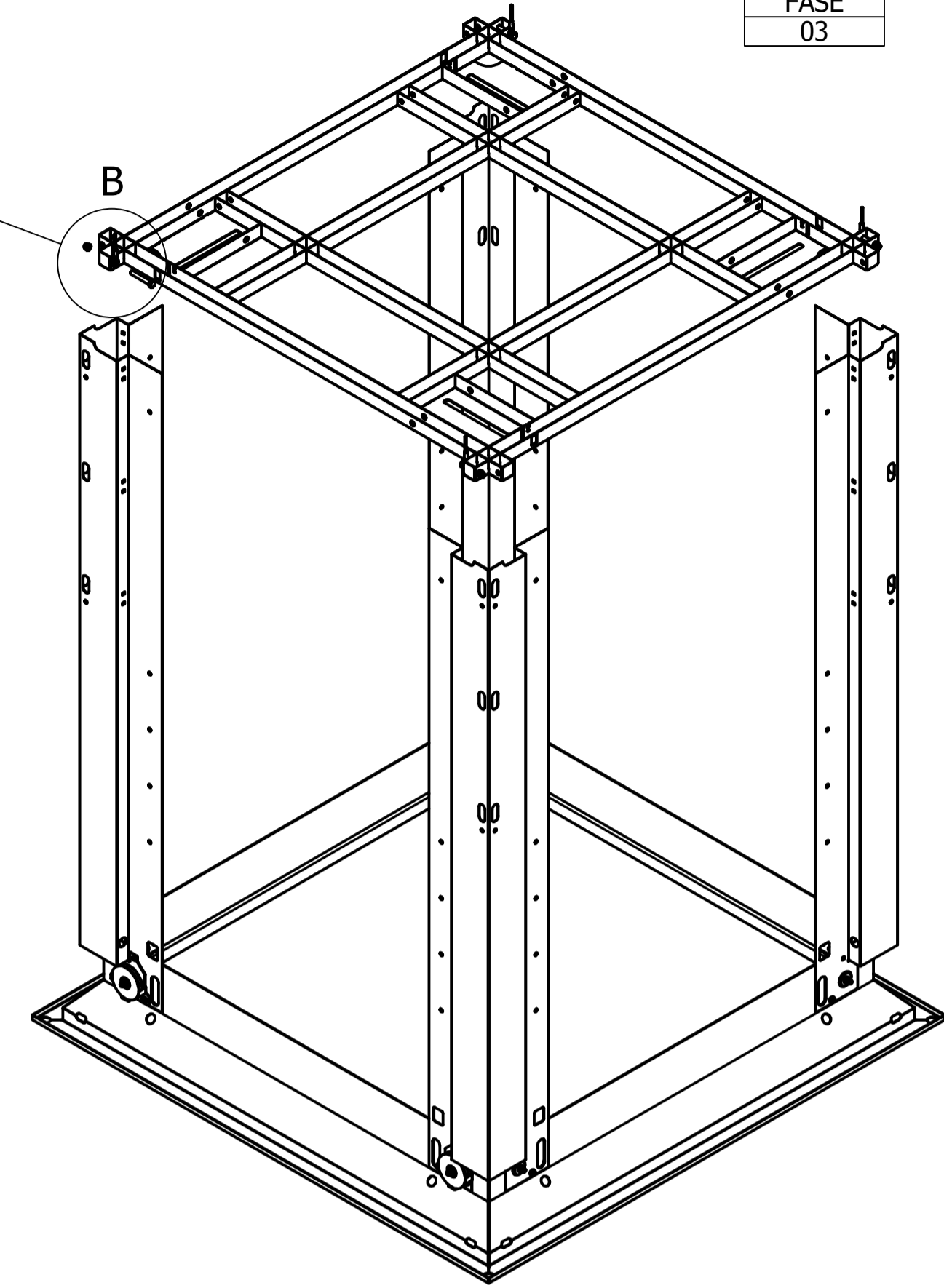


TABELLA  
FASE  
03



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-A-5-01-01	BORDO SUPERIORE ASCENSORE

STEP 01 - Position the upper frame on the security platform as shown in picture.

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-A-5-01-01	BORDO SUPERIORE ASCENSORE
2	4	C-I-A-5-02-001-1	PARETE ASCENSORE
3	2	C-I-A-5-PC-002-2	SUPPORTO PULEGGIA
4	2	C-I-A-5-PC-002-D-2	SUPPORTO PULEGGIA DX
5	4	C-I-A-5-PC-01	PULEGGIA DIAM. 110 CON CUSCINETTO
6	8	DA0120MA	DADO AUTOBLOCCANTE M12
7	4	DIN 603 - M12 x 30	VITE TESTA BOMBATA QUADRO SOTTO TESTA M12x30
8	8	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
9	4	DIN 603 M12 x 50	VITE TESTA BOMBATA CON QUATRO SOTTO TESTA M12x50
10	8	DN0080MA	DADO NORMALE M8
11	4	DN0120MA	DADO NORMALE M12
12	4	RP008000 Maggiorata	RONDELLA PIANA UNI 6592 MAG. X VITE M8
14	8	UNI 6592 14 x 42	Rondella 14x42
15	4	UNI 6593 - 16 x 48.ipt	Rondella 16x48
13	4	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10

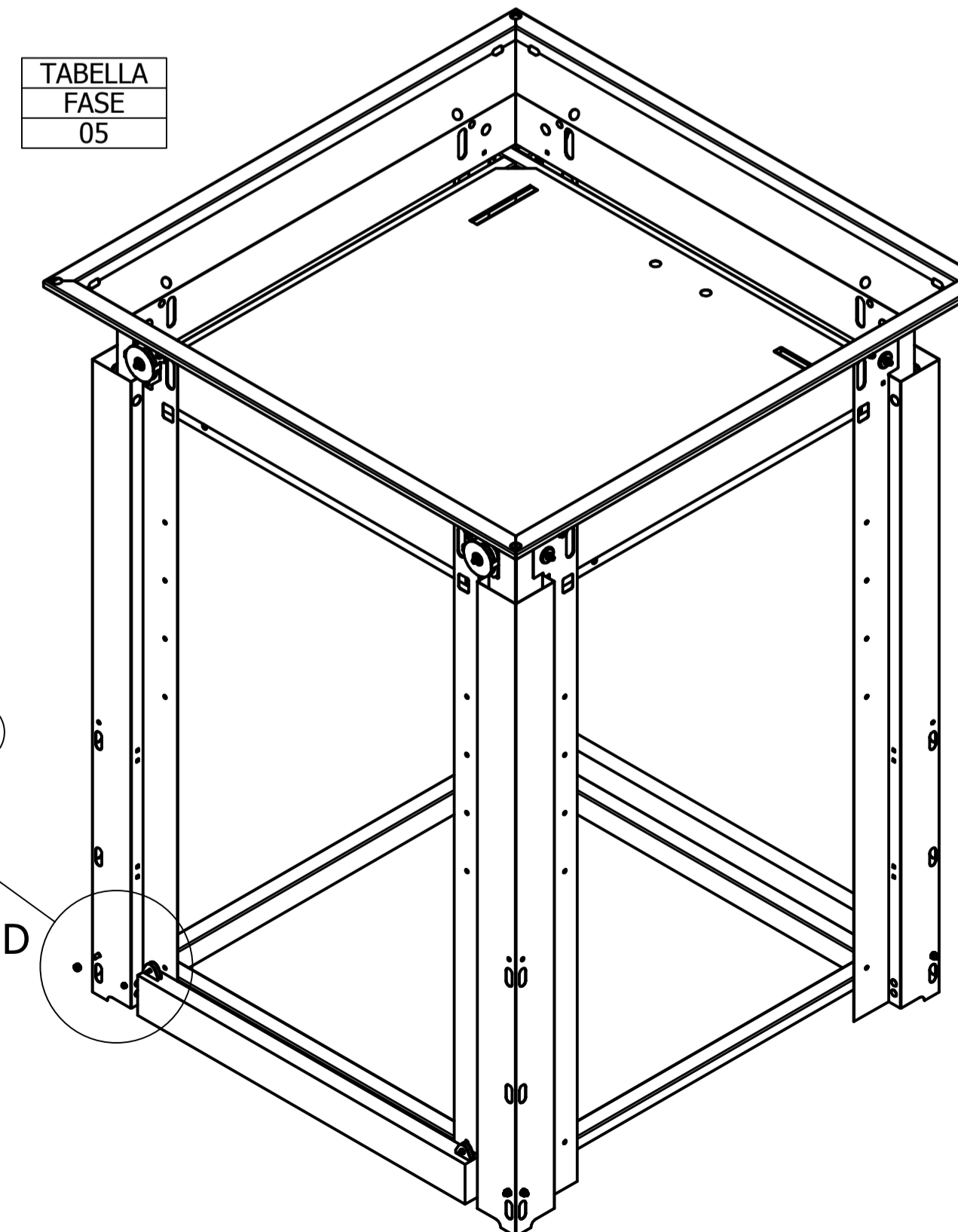
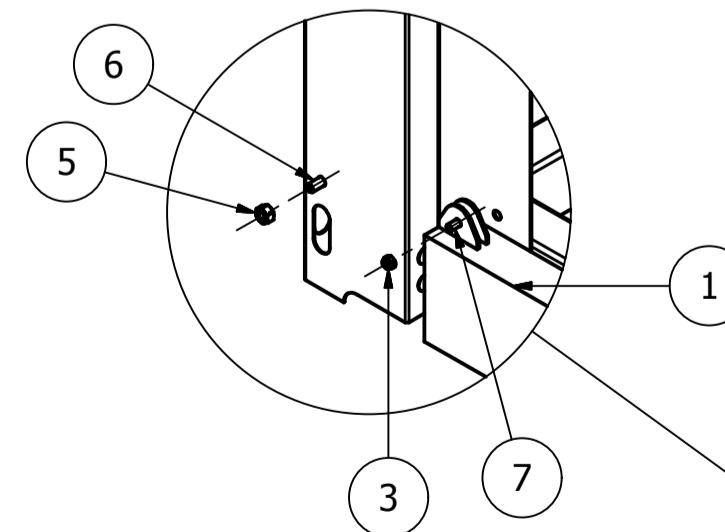
STEP 02 - Fixing of the walls, left and right brackets and fixing of the plastic pulley on the upper frame.

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-A-5-03-01	STRUTTURA MOBILE ASCENSORE
2	4	DA0120MA	DADO AUTOBLOCCANTE M12
3	1	FASE 02 - ASCENSORE con GANCI 5MC	FASE 02 - ASCENSORE con GANCI 5MC
4	4	VTE12080	VITE T.E. M12 x 80
5	4	redancia-tipo_A_corda	CORDA D.5mm REDANCIA TIPO A

STEP 03 - Mounting of the sliding platform with the relative steel ropes.

TABELLA  
FASE  
05

D (1:8)



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	2	C-I-A-5-05-01	SALDATO CONTRAPPESO
2	1	C-I-A-5-PC-001	BASE ASCENSORE
3	4	DA0080MA	DADO ESAGONALE AUTOBLOCCANTE M8
4	1	FASE 04 - ASCENSORE con GANCI 5MC	FASE 04 - ASCENSORE con GANCI 5MC
5	8	UNI 5587 M10	Dado esagonale alto
6	8	VTE10020	VITE T.E. M10x20
7	4	VTE08030	VITE T.E. M8 x 30

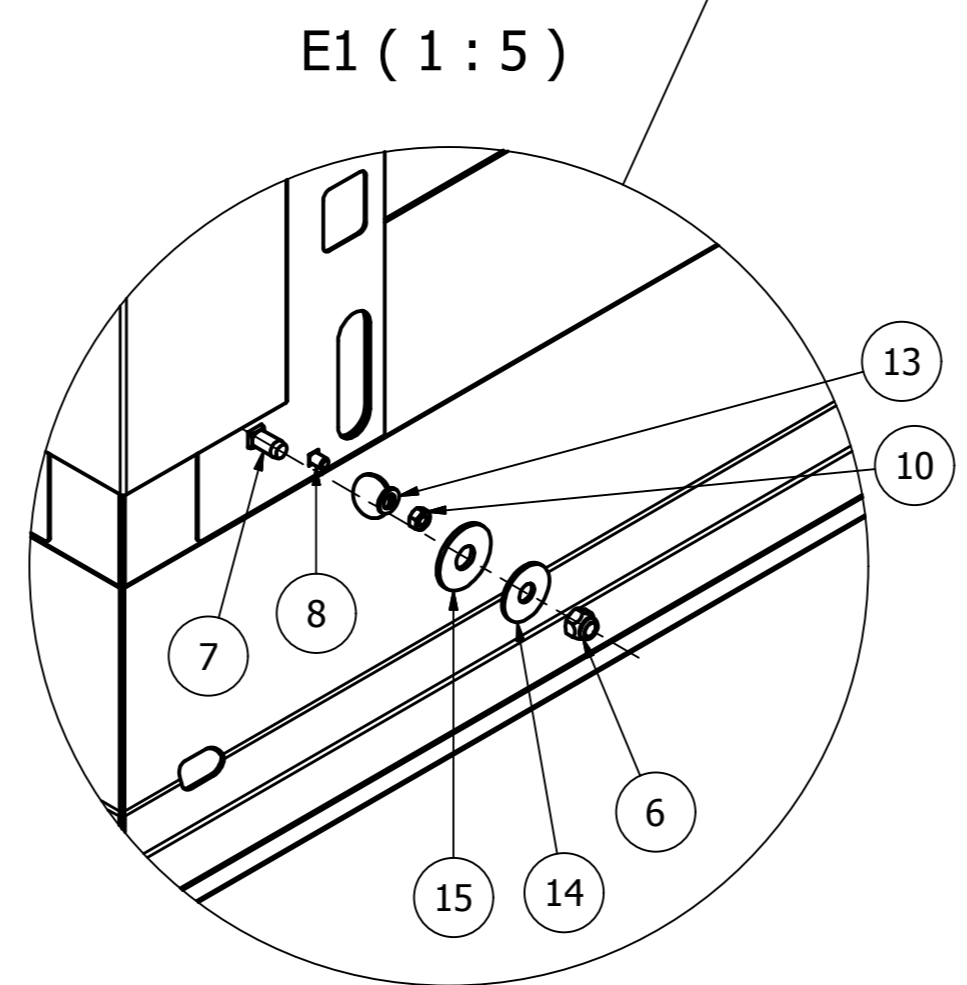
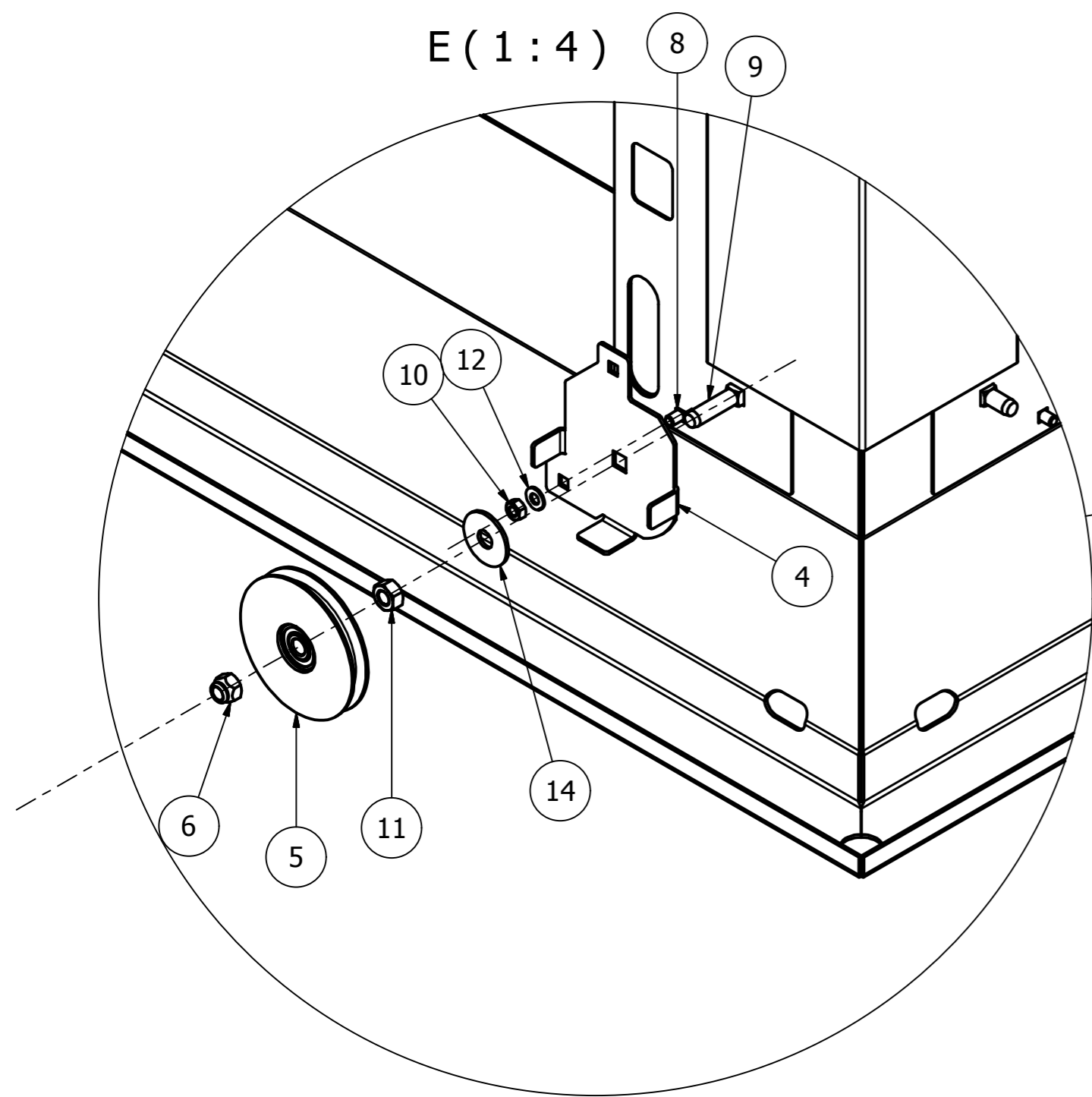
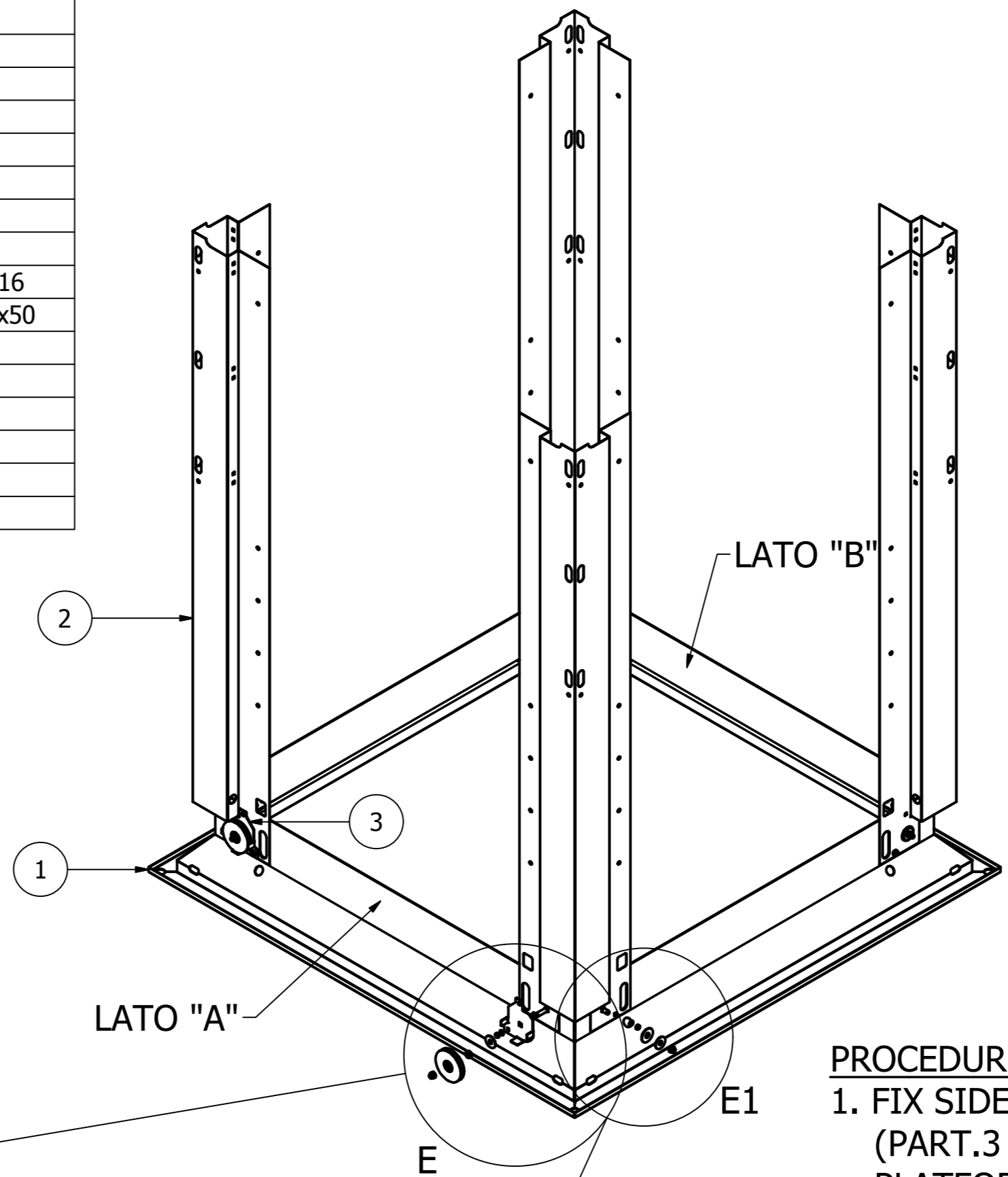
STEP 05 - Mounting of the steel plate onto sliding platform and counterweights.

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-A-5-04-01	BORDO INFERIORE
2	16	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
3	16	DN0080MA	DADO NORMALE M8
4	1	FASE 03 - ASCENSORE con GANCI 5MC	FASE 03 - ASCENSORE con GANCI 5MC
5	16	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10

STEP 04 - Fixing of the bottom frame to the four walls.

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
PROGETTAZIONE TECNICA		Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45		
AUTOMAZIONI INDUSTRIALI				
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>				
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: CONTENITORE INTERRATO - ASCENSORE 5MC				DIS.N. MONT. ASSMC
OGGETTO: MONTAGGIO ASCENSORE 5MC				COD.N.
Data	Materiale	Trattamento	Qtà	Disegnatore
09/09/2014		//	01	marenego.a
				Controll.
				Scala
				Foglio
				1/6

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-A-5-01-01	BORDO SUPERIORE ASCENSORE
2	4	C-I-A-5-02-001-1	PARETE ASCENSORE
3	2	C-I-A-5-PC-002-2	SUPPORTO PULEGGIA
4	2	C-I-A-5-PC-002-D-2	SUPPORTO PULEGGIA DX
5	4	C-I-A-5-PC-01	PULEGGIA DIAM. 110 CON CUSCINETTO
6	8	DA0120MA	DADO AUTOBLOCCANTE M12
7	4	DIN 603 - M12 x 30	VITE TESTA BOMBATA QUADRO SOTTO TESTA M12x30
8	8	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
9	4	DIN 603 M12 x 50	VITE TESTA BOMBATA CON QUATRO SOTTO TESTA M12x50
10	8	DN0080MA	DADO NORMALE M8
11	4	DN0120MA	DADO NORMALE M12
12	4	RP008000 Maggiorata	RONDELLA PIANA UNI 6592 MAG. X VITE M8
13	4	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10
14	8	UNI 6592 14 x 42	Rondella 14x42
15	4	UNI 6593 - 16 x 48.ipt	Rondella 16x48



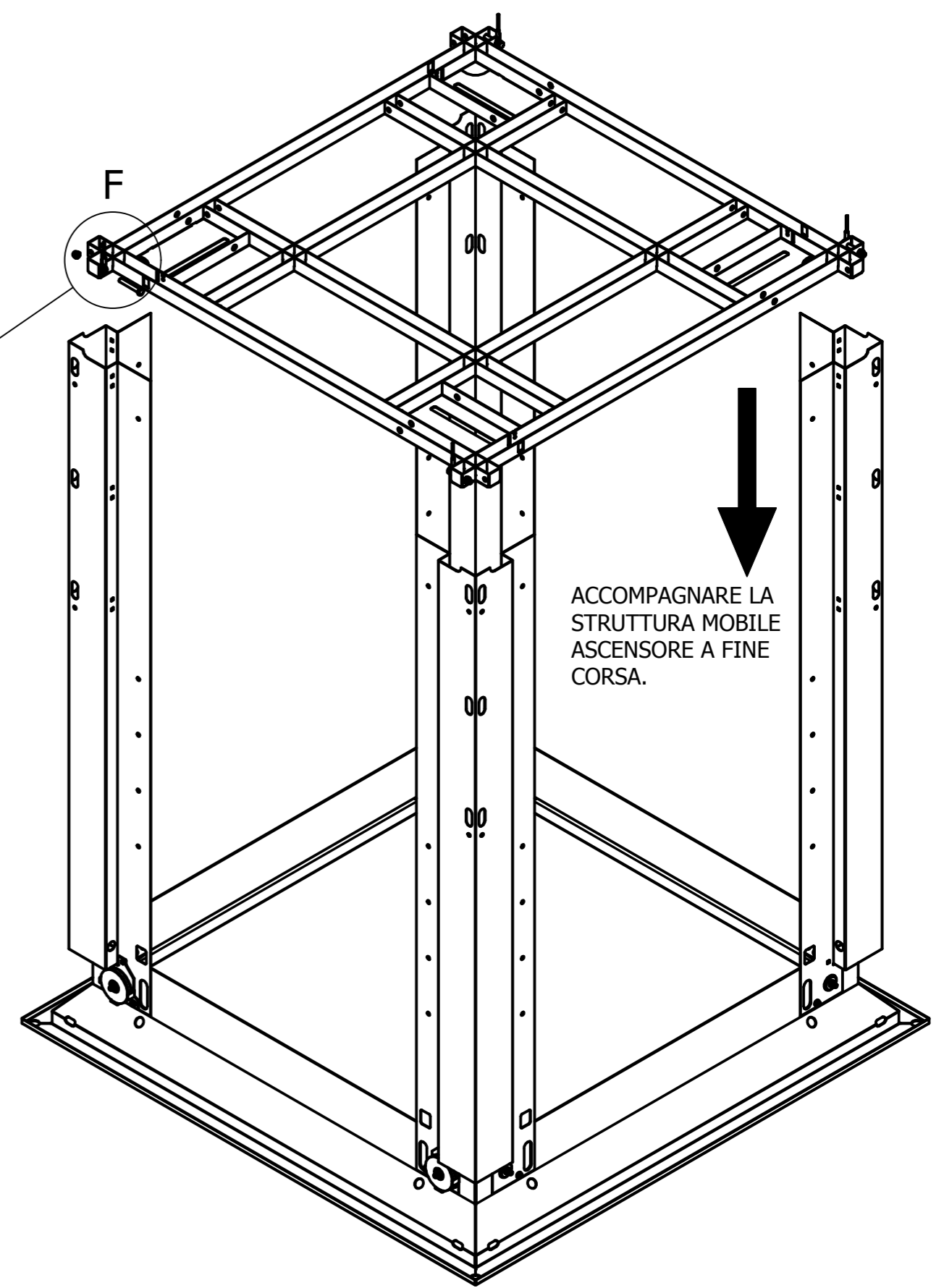
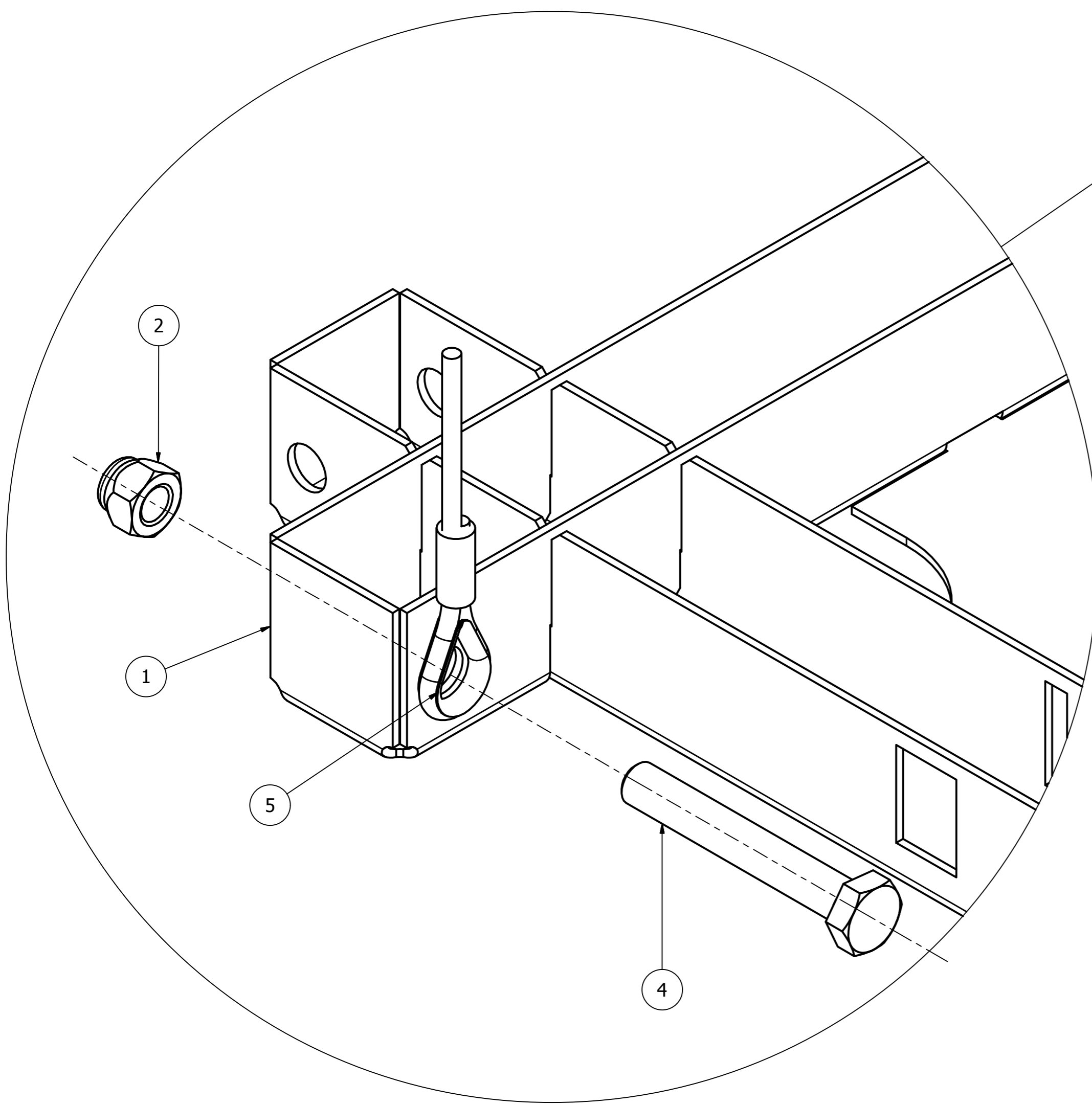
**PROCEDURE:**

1. FIX SIDEWALLS (PART.2) AND PULLEY SUPPORT (PART.3 E 4) TO THE UPPER BORDER OF THE SECURITY PLATFORM (PART.1) THROUGHOUT THE BOLTS (PART.8, E 9), WASHERS (PART.12 E 14) AND NUTS (PART.10 E 11) AND WELL TIGHTEN.
2. FIX THE PULLEY (PART.5) ON THE BOLT (PART.9) THROUGHOUT THE NUTS (PART.6). CLOSE TIGHTLY.
3. REPEAT OPERATION 1 AND 2 ON BOTH SIDES "A" E "B".
4. FIX THE SIDE WALLS (PART.2) IN TO THE UPPER PART OF THE SECURITY PLATFORM (PART.1) THROUGHOUT THE BOLTS (PART.7 E 10), THE WASHERS (PART.13,14 E 15) AND NUTS (PART.6 E 10). CLOSE TIGHTLY.

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
<b>MODELLO:</b> CONTENITORE INTERRATO - ASCENSORE 5MC				<b>DIS.N.</b> MONT. AS5MC					
<b>OGGETTO:</b> MONTAGGIO ASCENSORE 5MC				<b>COD.N.</b>					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
09/09/2014		//	01	marengo.a	//	//			2 / 6

ELENCO PARTI				
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE	
1	1	C-I-A-5-03-01	STRUTTURA MOBILE ASCENSORE	
2	4	DA0120MA	DADO AUTOBLOCCANTE M12	
3	1	FASE 02 - ASCENSORE con GANCI 5MC	FASE 02 - ASCENSORE con GANCI 5MC	
4	4	VTE12080	VITE T.E. M12 x 80	
5	4	redancia-tipo_A_corda	CORDA D.5mm REDANCIA TIPO A	

F (1:1)

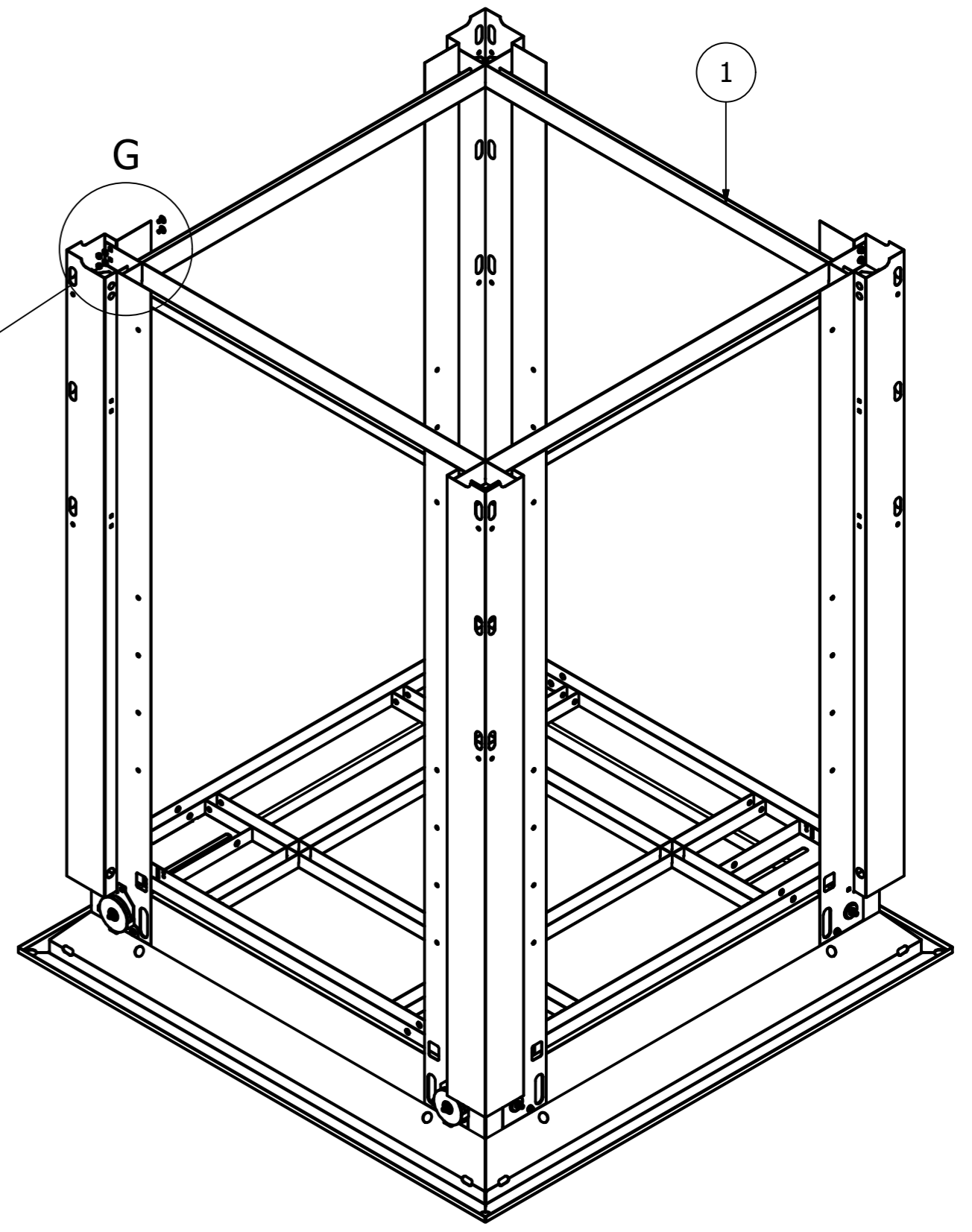
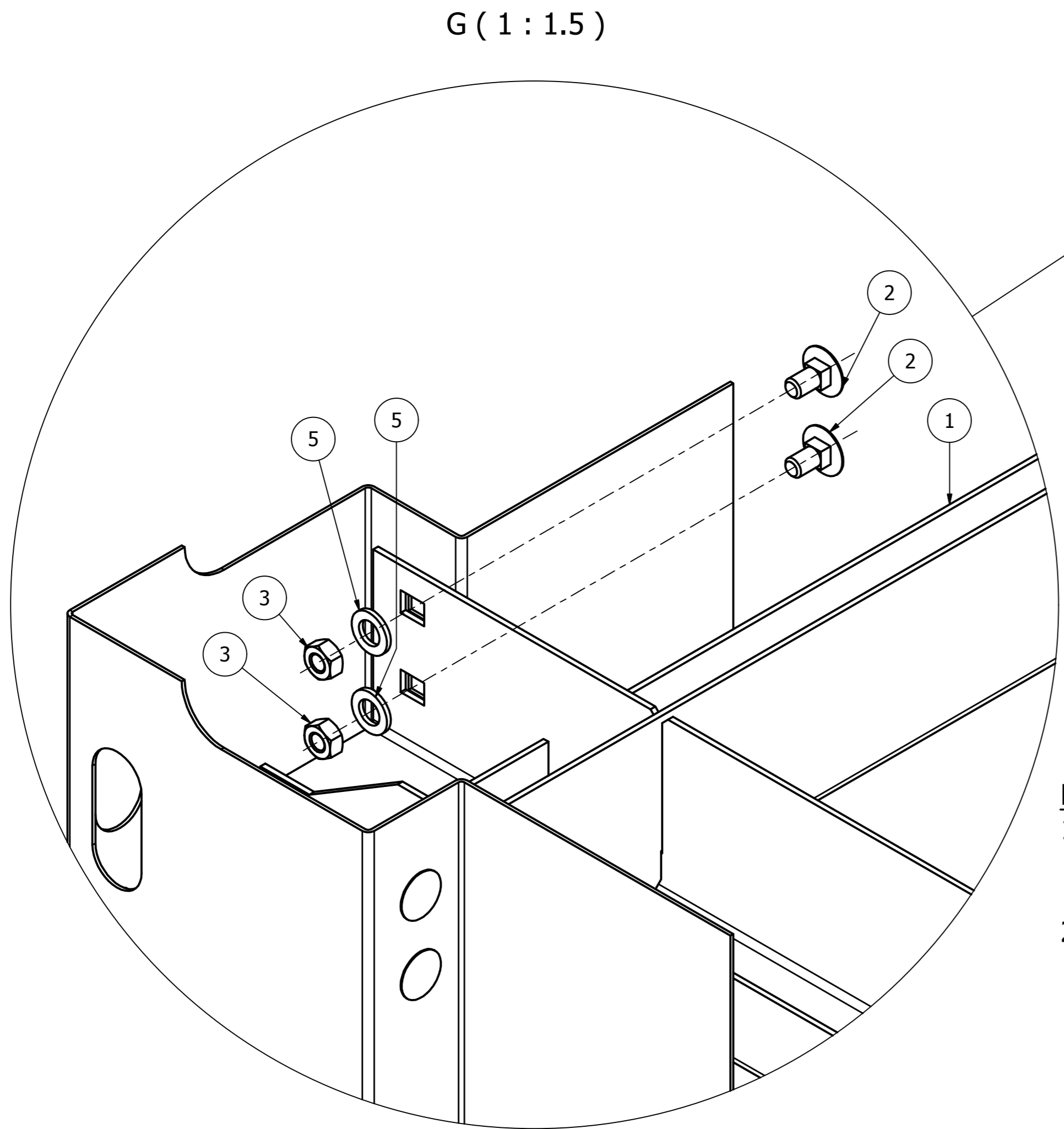


**PROCEDURE:**

1. FIX THE METAL ROPE (PART.5) TO THE PLATFORM MOBILE STRUCTURE (PART.1) THROUGHOUT BOLTS (PART.4) AND NUTS (PART.2). DO NOT CLOSE TIGHTLY BUT LEAVE 2/3mm SPACE.
2. REPEAT OPERATION 1 ON ALL FOUR CORNERS OF THE MOBILE STRUCTURE.
3. INSERT THE PLATFORM MOBILE STRUCTURE (PART.1) INSIDE THE FOUR SIDE WALLS DRIVING IT STILL LIMIT.

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
<b>MODELLO: CONTENITORE INTERRATO - ASCENSORE 5MC</b>				<b>DIS.N. MONT. AS5MC</b>					
<b>OGGETTO: MONTAGGIO ASCENSORE 5MC</b>				<b>COD.N.</b>					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
09/09/2014		//	01	marengo.a	//	//			3/6

ELENCO PARTI				
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE	
1	1	C-I-A-5-04-01	BORDO INFERIORE	
2	16	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16	
3	16	DN0080MA	DADO NORMALE M8	
4	1	FASE 03 - ASCENSORE con GANCI 5MC	FASE 03 - ASCENSORE con GANCI 5MC	
5	16	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10	



- PROCEDURE:**
1. PLACE THE BOTTOM BORDER (PART.1) INSIDE THE FOUR SIDE WALLS AND FIX IT THROUGHOUT BOLTS (PART.2), WASHERS (PART.5) AND NUTS (PART.3). CLOSE TIGHTLY.
  2. REPEAT OPERATION 1 ON ALL FOUR CORNERS.

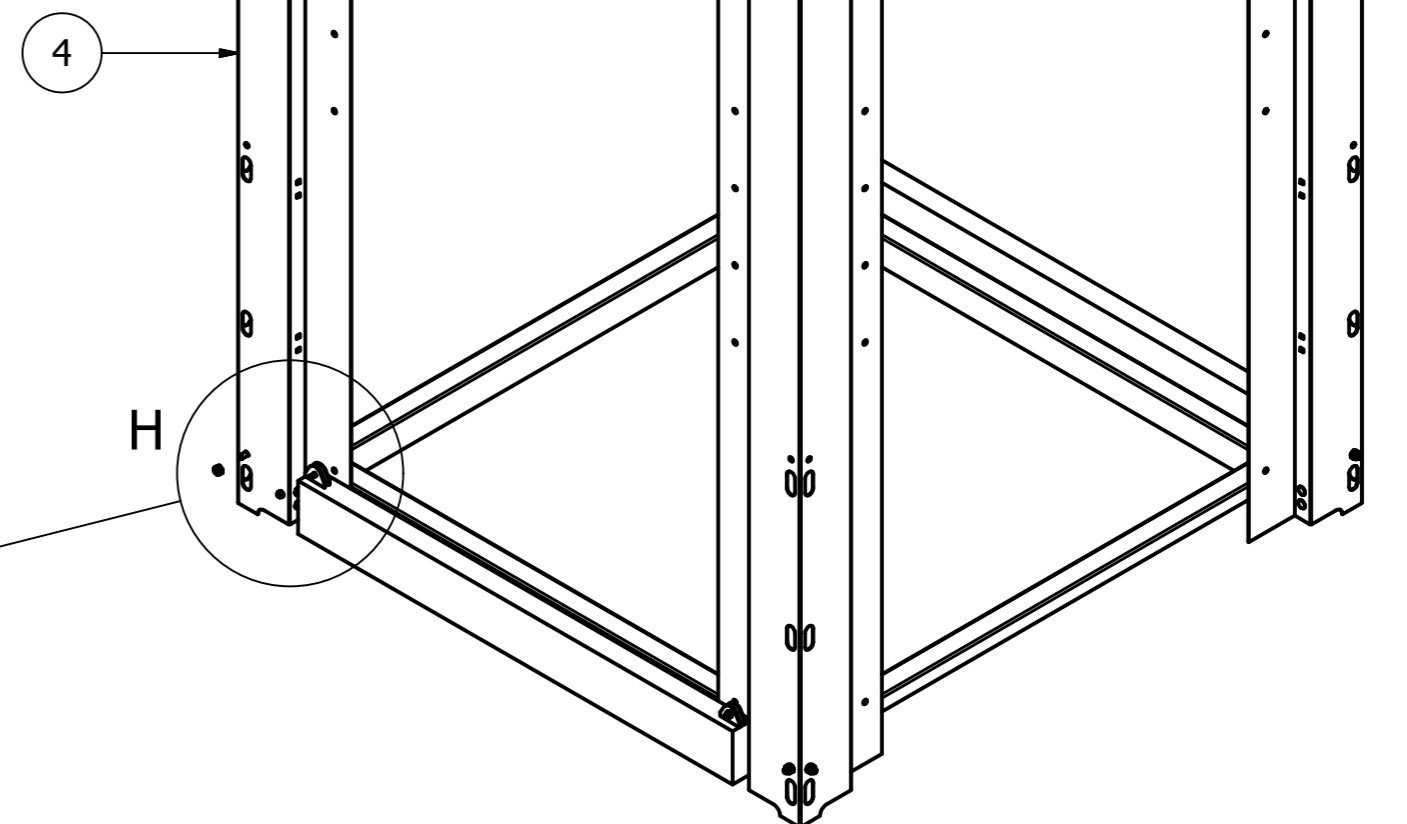
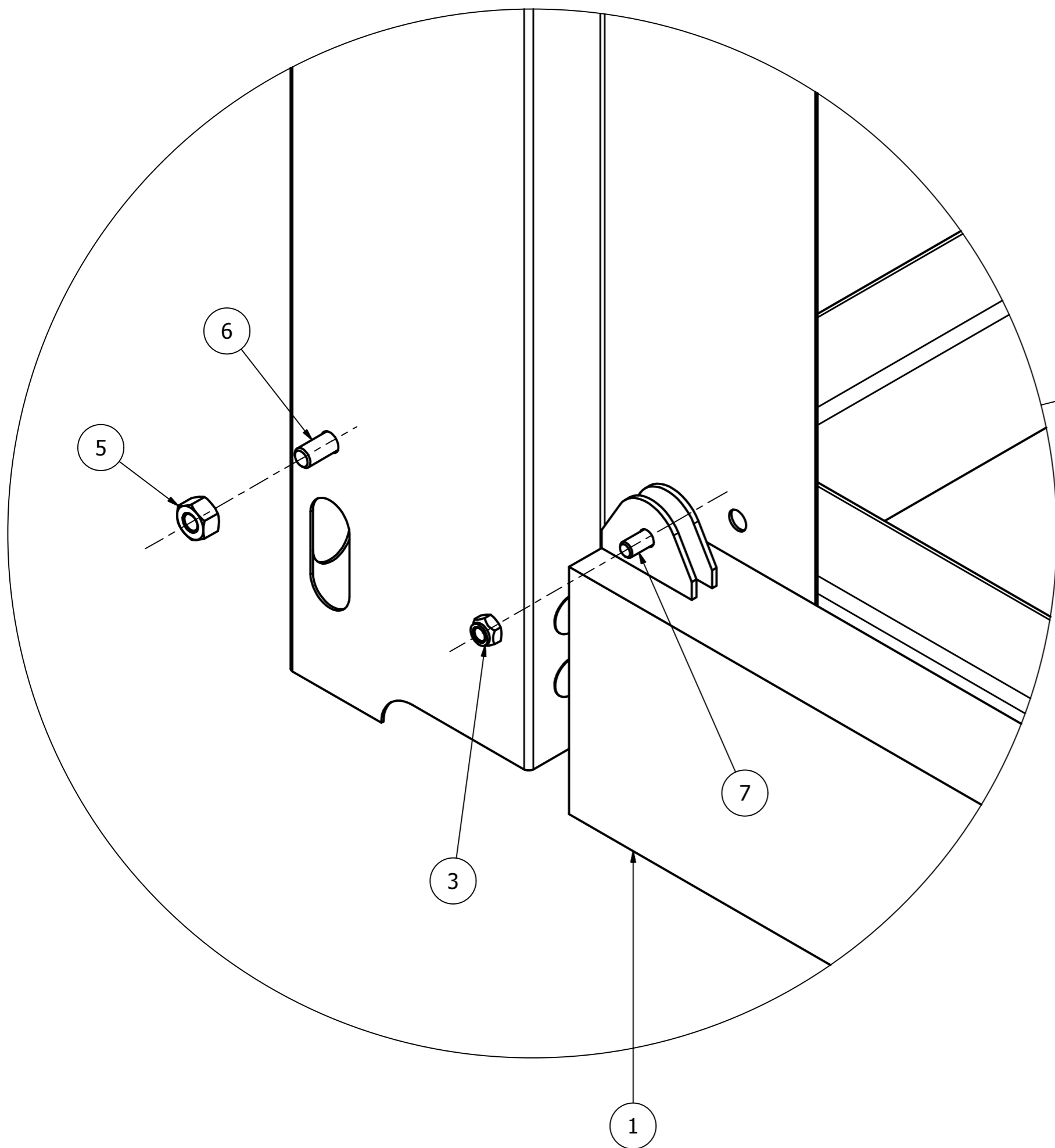
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
<b>MODELLO:</b> CONTENITORE INTERRATO - ASCENSORE 5MC				<b>DIS.N.</b> MONT. AS5MC					
<b>OGGETTO:</b> MONTAGGIO ASCENSORE 5MC				<b>COD.N.</b>					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
09/09/2014		//	01	marengo.a	//	//			4 / 6

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	2	C-I-A-5-05-01	SALDATO CONTRAPPESO
2	1	C-I-A-5-PC-001	BASE ASCENSORE
3	4	DA0080MA	DADO ESAGONALE AUTOBLOCCANTE M8
4	1	FASE 04 - ASCENSORE con GANCI 5MC	FASE 04 - ASCENSORE con GANCI 5MC
5	8	UNI 5587 M10	Dado esagonale alto
6	8	VTE10020	VITE T.E. M10x20
7	4	VTE08030	VITE T.E. M8 x 30

FAR PASSARE LA CORDA  
ATTORNO ALLA PULEGGIA

FISSARE LA CORDA  
AL CONTRAPPESO

H (1:2)

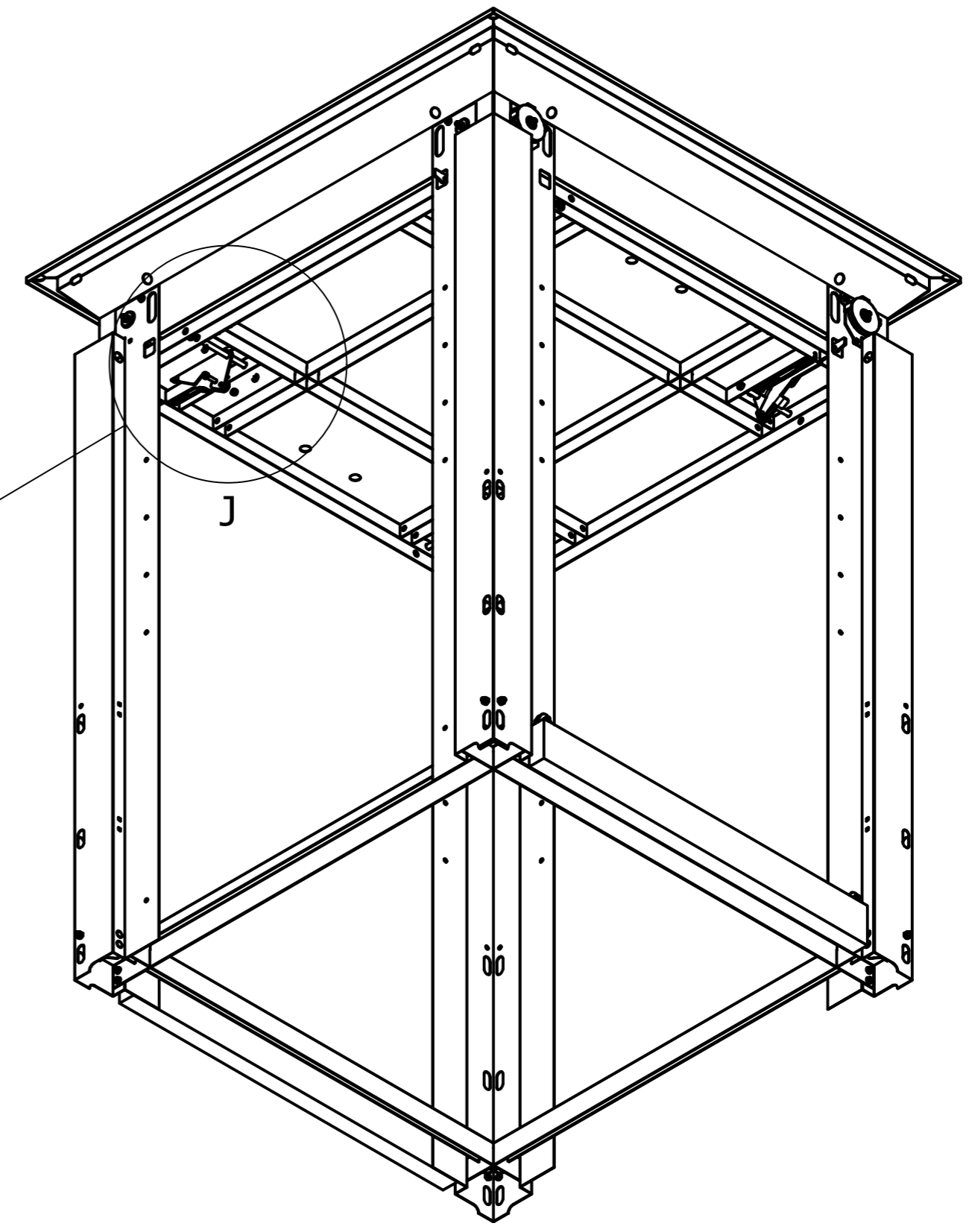


**PROCEDURE:**

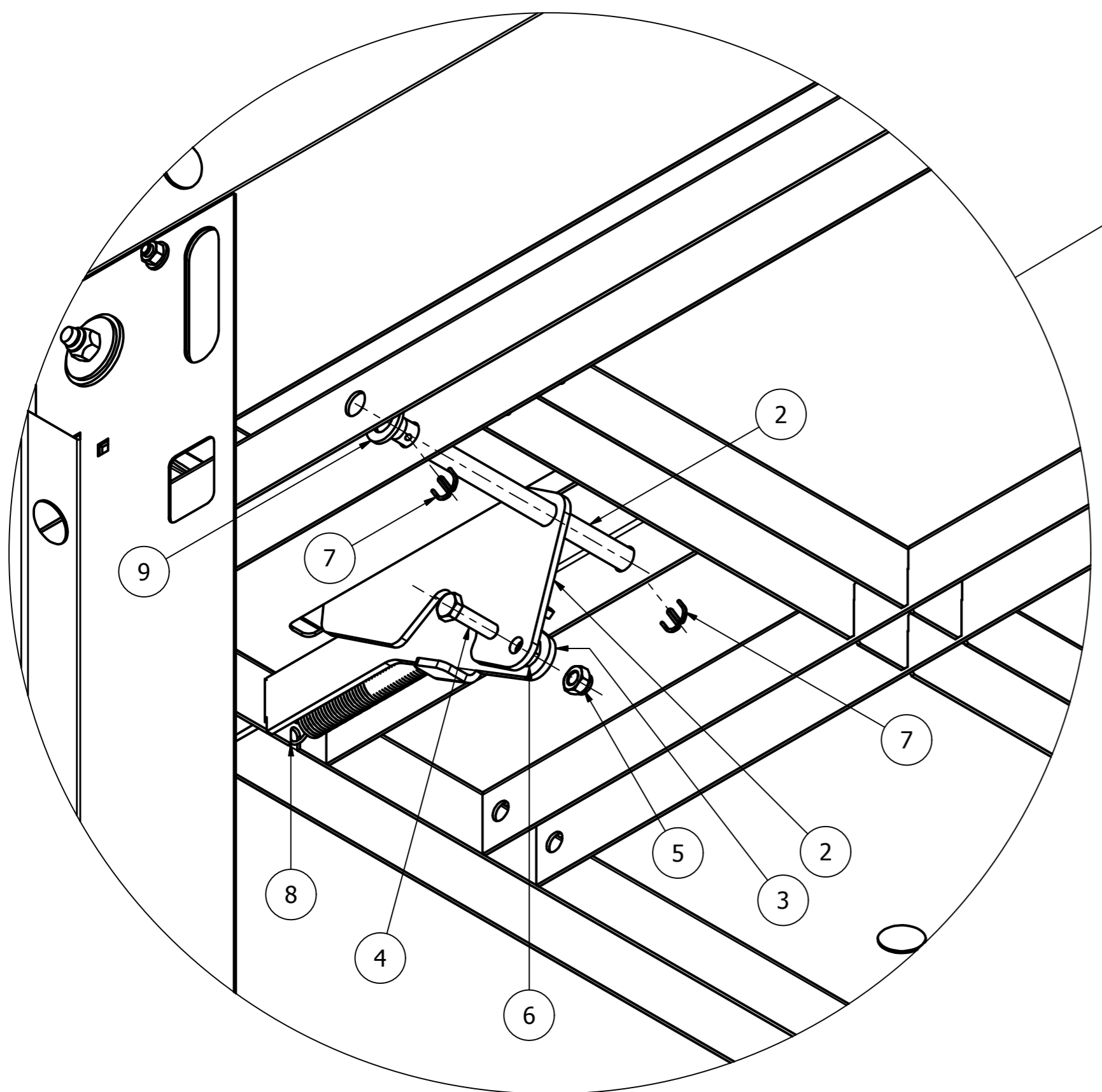
1. ROTATE THE OBTAINED BLOCK UPSIDE DOWN AND PLACE IT LIKE IN THE ABOVE DRAWING.
2. PASS THE METAL ROPES AROUND THE PULLEYS ON THE UPPER PART OF THE STRUCTURE AND FIX THEM ON THE COUNTERWEIGHTS (PART.1) THROUGHOUT THE BOLTS (PART.7) AND NUTS (PART.3). CLOSE TIGHTLY.
3. REPEAT OPERATION 1 AND 2 ON ALL FOUR SIDES.
4. FIX REGUALTION BOLTS (PART.6) TO THE SIDE WALLS WITH NUTS (PART.5). CLOSE TIGHTLY.
5. REPEAT OPERATION 3 ON ALL FOUR CORNERS.

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
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<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
<b>MODELLO: CONTENITORE INTERRATO - ASCENSORE 5MC</b>				<b>DIS.N. MONT. AS5MC</b>					
<b>OGGETTO: MONTAGGIO ASCENSORE 5MC</b>				<b>COD.N.</b>					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
09/09/2014		//	01	marengo.a	//	//			5/6

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	FASE 05 - ASCENSORE con GANCI 5MC	FASE 05 - ASCENSORE con GANCI 5MC
2	4	C-I-A-5-PC-02	SBLOCCO CHIAVISTELLO ASCENSORE
3	4	C-I-A-5-PC-005	CHIAVISTELLO BLOCCO ASCENSORE
4	4	VTE10035	VITE T.E. M10x35
5	4	DA0100MA	DADO AUTOBLOCCANTE M10
6	4	UNI 5588 M10	DADO NORMALE M10
7	8	COPIGLIA ELASTICA D.4	COPIGLIA ELASTICA D.4
8	4	M-D20-L175	Molla a trazione D20 L175
9	4	UNI 6592 - 17 x 30	Rondella



J (1:3)



**PROCEDURE:**

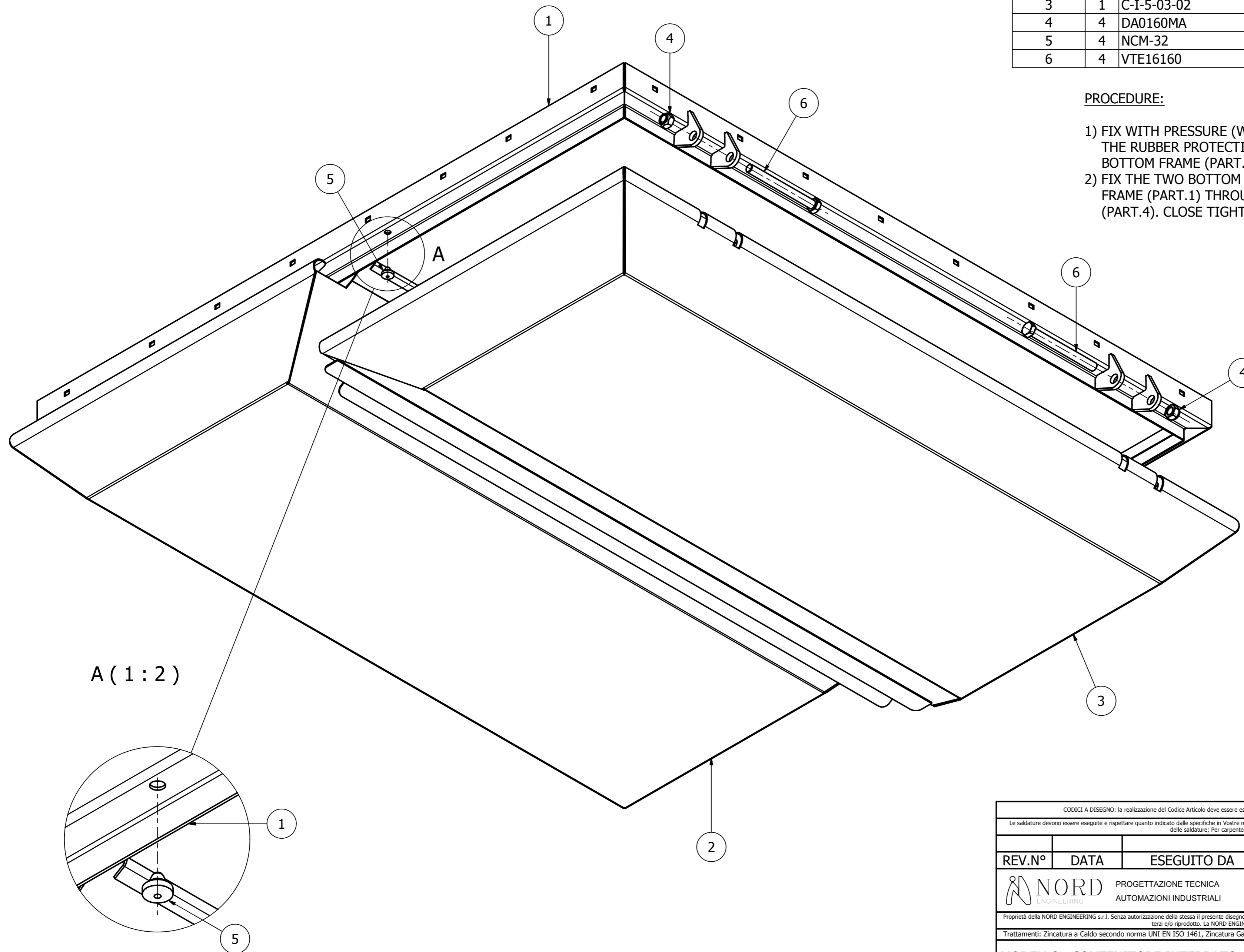
1. FIX THE PLATFORM'S UNLOCKING LATCH (PART.2) ON THE MOBILE STRUCTURE THROUGHOUT WASHERS (PART.9) AND ELASTIC PINS (PART.7).
2. INSERT THE LATCH (PART.3) INTO ITS SPECIFIC POSITION ONTO THE MOBILE STRUCTURE AND MFIX IT TO THE UNLOCKER (PART.2) THFOUGHOUT THE BOLTS (PART.4) THE NORMAL NUTS (PART.6) AND THE SELF-BLOCKING NUTS (PART.5). DO NOT CLOSE TIGHTLY BUT LEAVE A 2mm SPACE.
3. FIX THE SPRING (PART.8) ONTO THE MOBILE STRUCTURE AND ONTO THE LATCH (PART.3).
4. REPEAT OPERATION 1,2 AND 3 ON THE FOUR SIDES.

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: CONTENITORE INTERRATO - ASCENSORE 5MC				DIS.N. MONT. AS5MC					
OGGETTO: MONTAGGIO ASCENSORE 5MC				COD.N.					
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
19/11/2015		//	01	marengo.a	//	//			6/6

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-5-02-01-1	BORDO CONTENITORE
2	1	C-I-5-03-01	SALDATO PORTELLA CON LABBRO
3	1	C-I-5-03-02	SALDATO PORTELLA SENZA LABBRO
4	4	DA0160MA	DADO AUTOBLOCCANTE M16
5	4	NCM-32	FINECORSO SINGOLO
6	4	VTE16160	VITE TE M16x160

**PROCEDURE:**

- 1) FIX WITH PRESSURE (WITH A SCREWDRIVER WITHOUT POINT) THE RUBBER PROTECTION PADS (PART.5) ON THE CONTAINER'S BOTTOM FRAME (PART.1).
- 2) FIX THE TWO BOTTOM DOORS (PART.2 E 3) ONTO THE BOTTOM FRAME (PART.1) THROUGHOUT THE BOLTS (PART.6) AND NUTS (PART.4). CLOSE TIGHTLY.



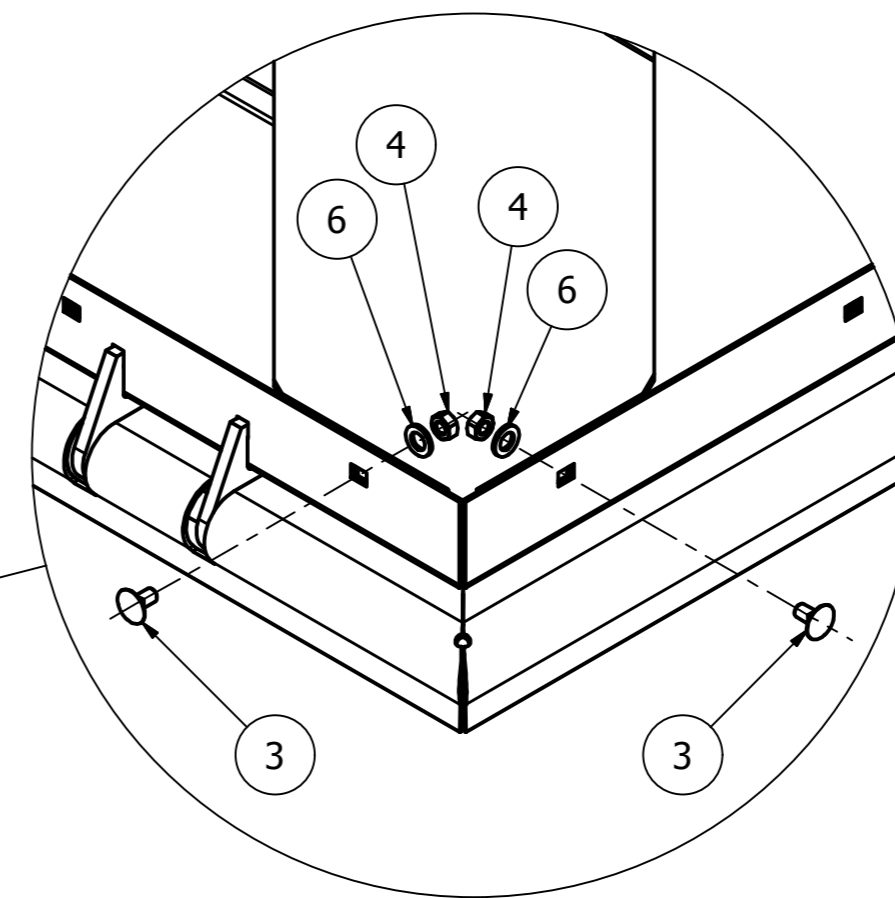
CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.									
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"									
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA					
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°						
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: CONTENITORE INTERRATO			DIS.N. MONT.C.5MC						
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC			COD.N.						
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
23/11/2015		//	01	marengo.a	//	//			1/8

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	2	C-I-5-04-001-1	PARETE 1 CONTENITORE 5 METRI CUBI
2	2	C-I-5-04-002-1	PARETE 2 CONTENITORE 5 METRI CUBI
3	32	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
4	32	DN0080MA	DADO NORMALE M8
5	1	FASE 01 - CONT.5MC	FASE 01 - CONT.5MC
6	32	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10

**PROCEDURE:**

- 1) FIX THE SIDE WALLS (PART.1 E 2) ON THE BOTTOM FRAME (PART.5) THROUGHOUT THE BOLTS (PART.3), THE WASHERS (PART.6) AND NUTS (PART.4). CLOSE TIGHTLY.

B ( 1 : 4 )



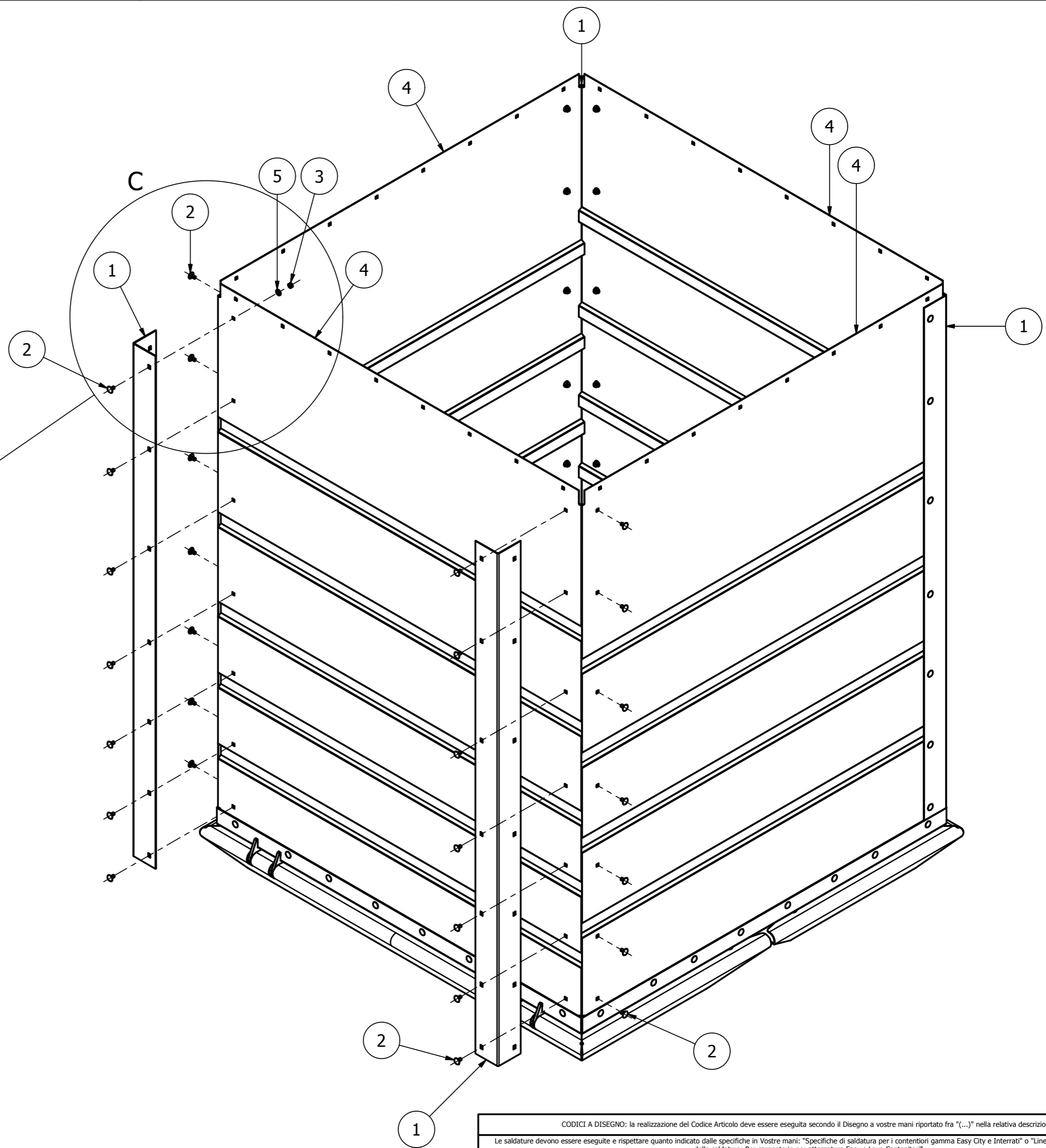
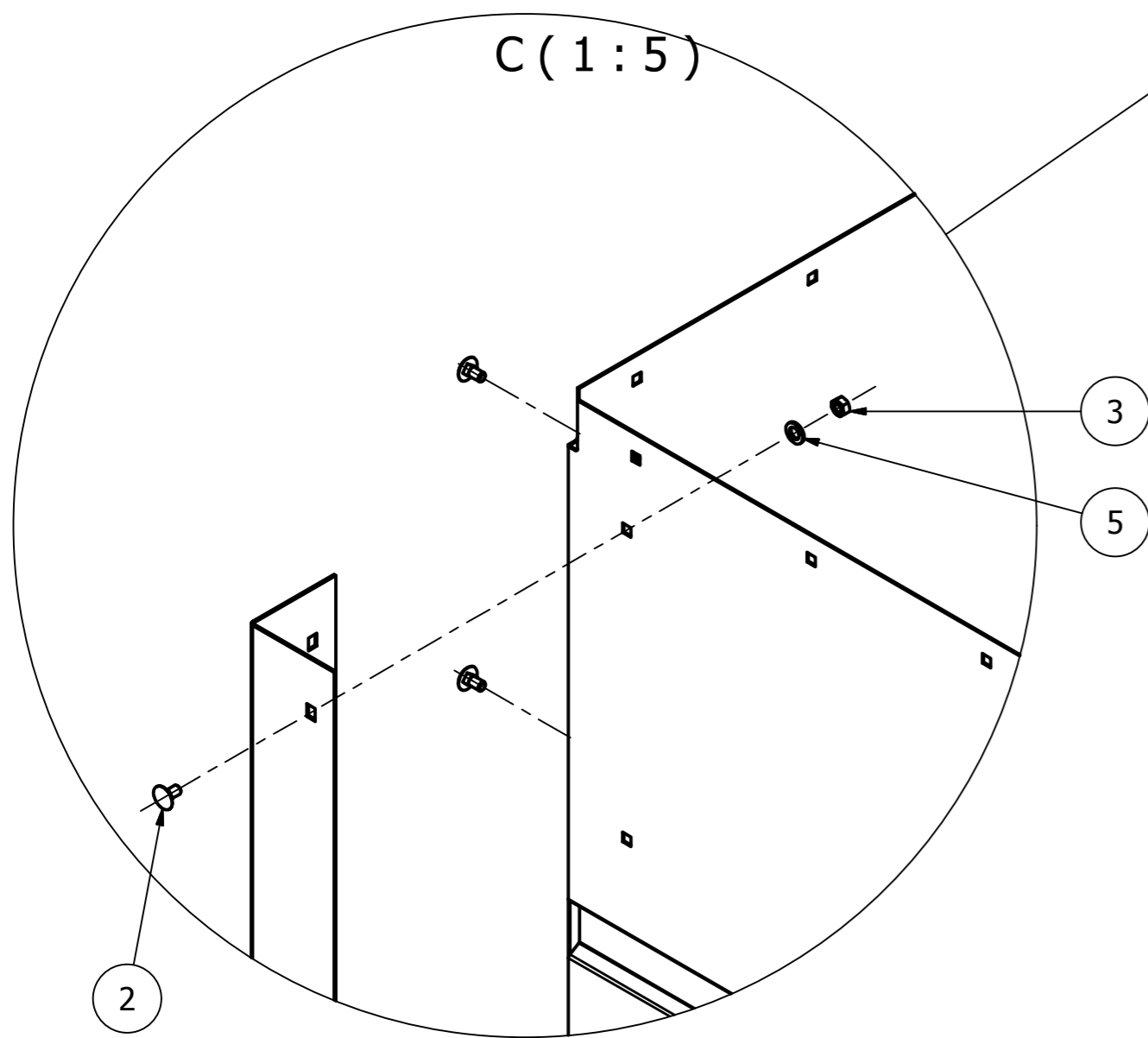
CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>				
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
23/11/2015		//	01	marengo.a
				Controll.
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				Scala
				//
				Foglio
				2 / 8



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-5-04-003-1	ANGOLO CONTENITORE 5 METRI CUBI
2	56	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
3	56	DN0080MA	DADO NORMALE M8
4	1	FASE 02 - CONT.5MC	FASE 02 - CONT.5MC
5	56	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10

**PROCEDURE:**

1) FIX THE WALL CORNERS (PART.1) TO THE SIDE WALLS (PART.4) THROUGHOUT THE BOLTS (PART.2), THE WASHERS (PART.5) AND NUTS (PART.3). CLOSE TIGHTLY.

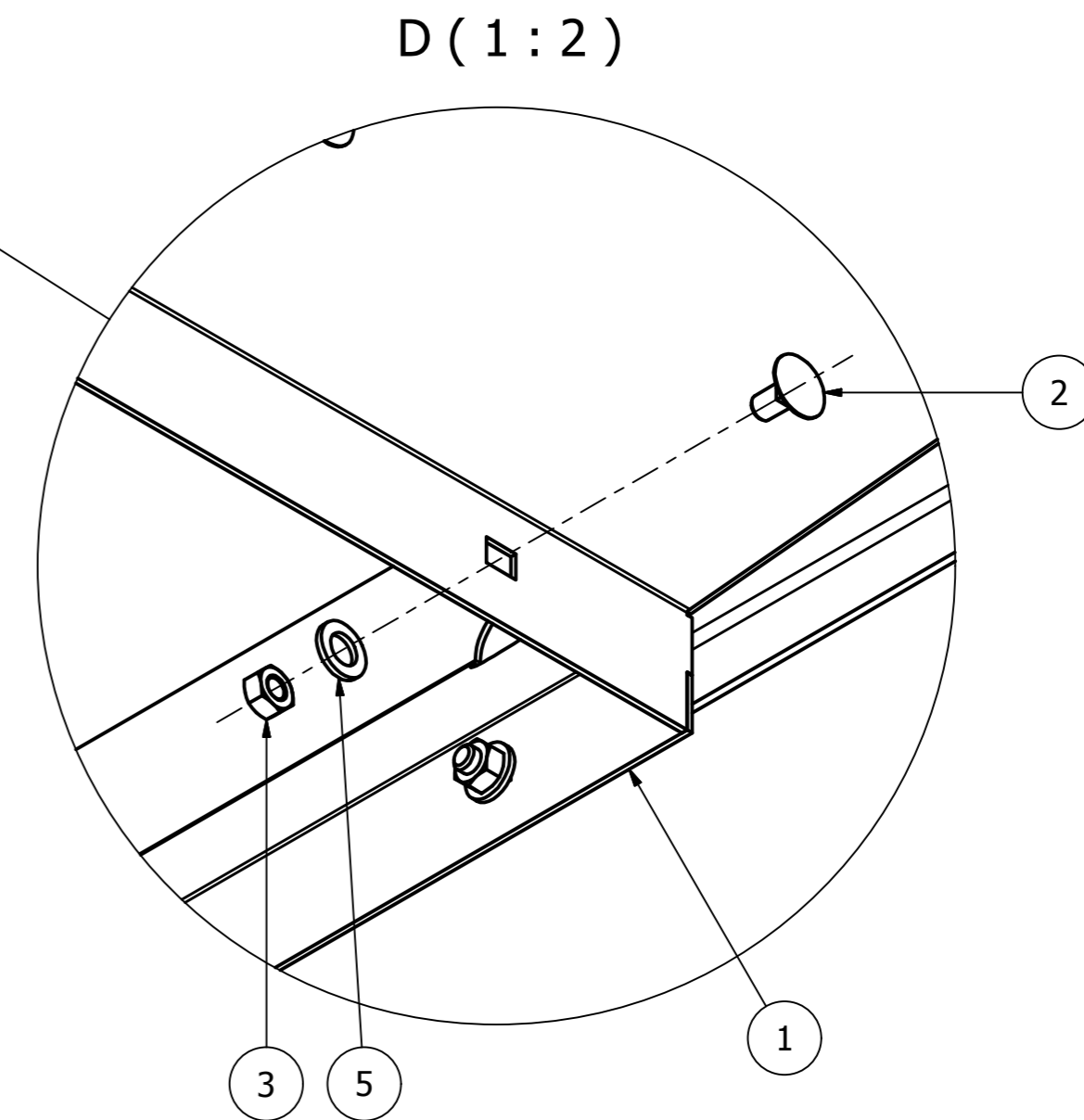
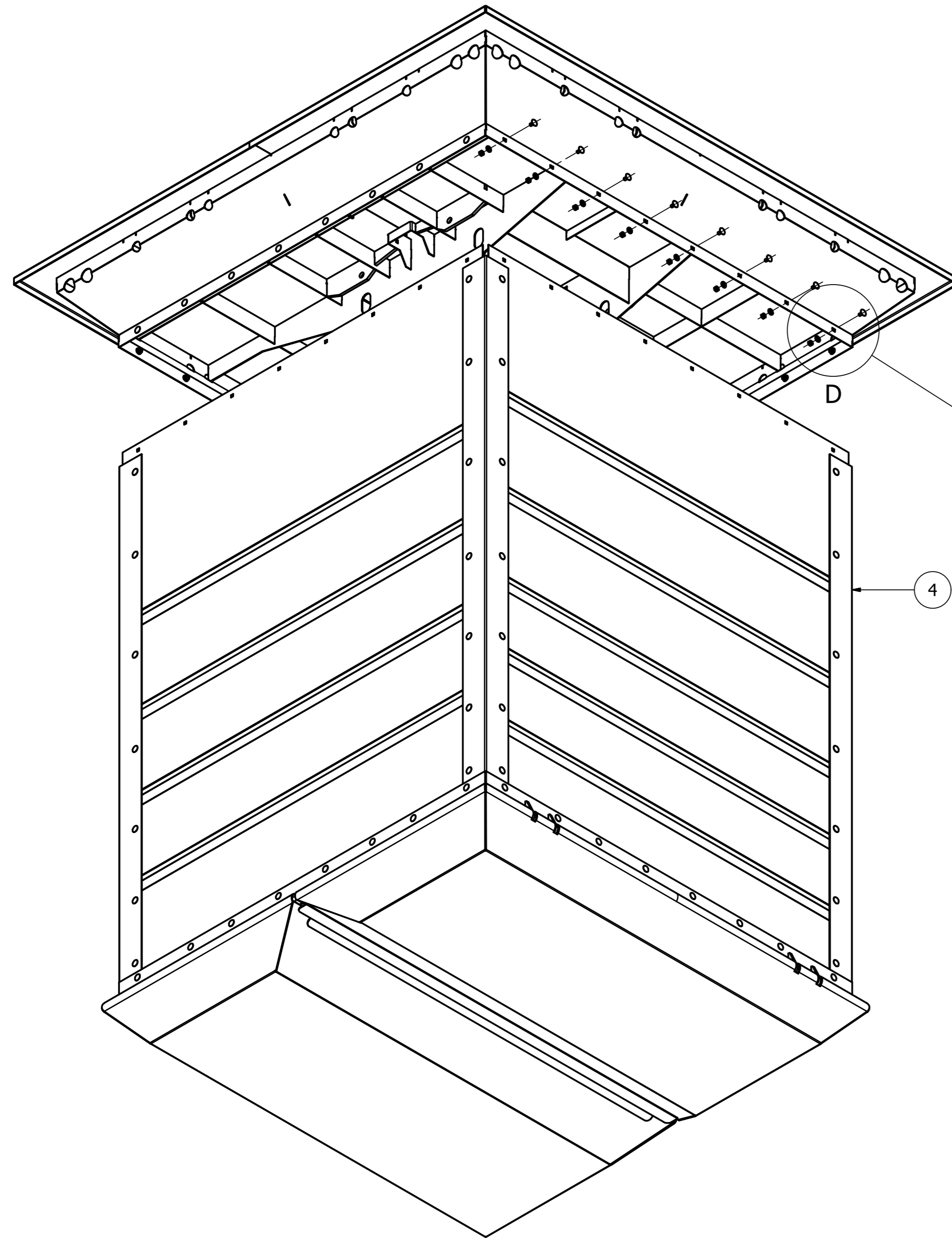


CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
 <b>NORD ENGINEERING</b> PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45° 	
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small> <small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
23/11/2015		//	01	marengo.a
				Controll.
				//
				Scala
				//
				
				Foglio
				3/8

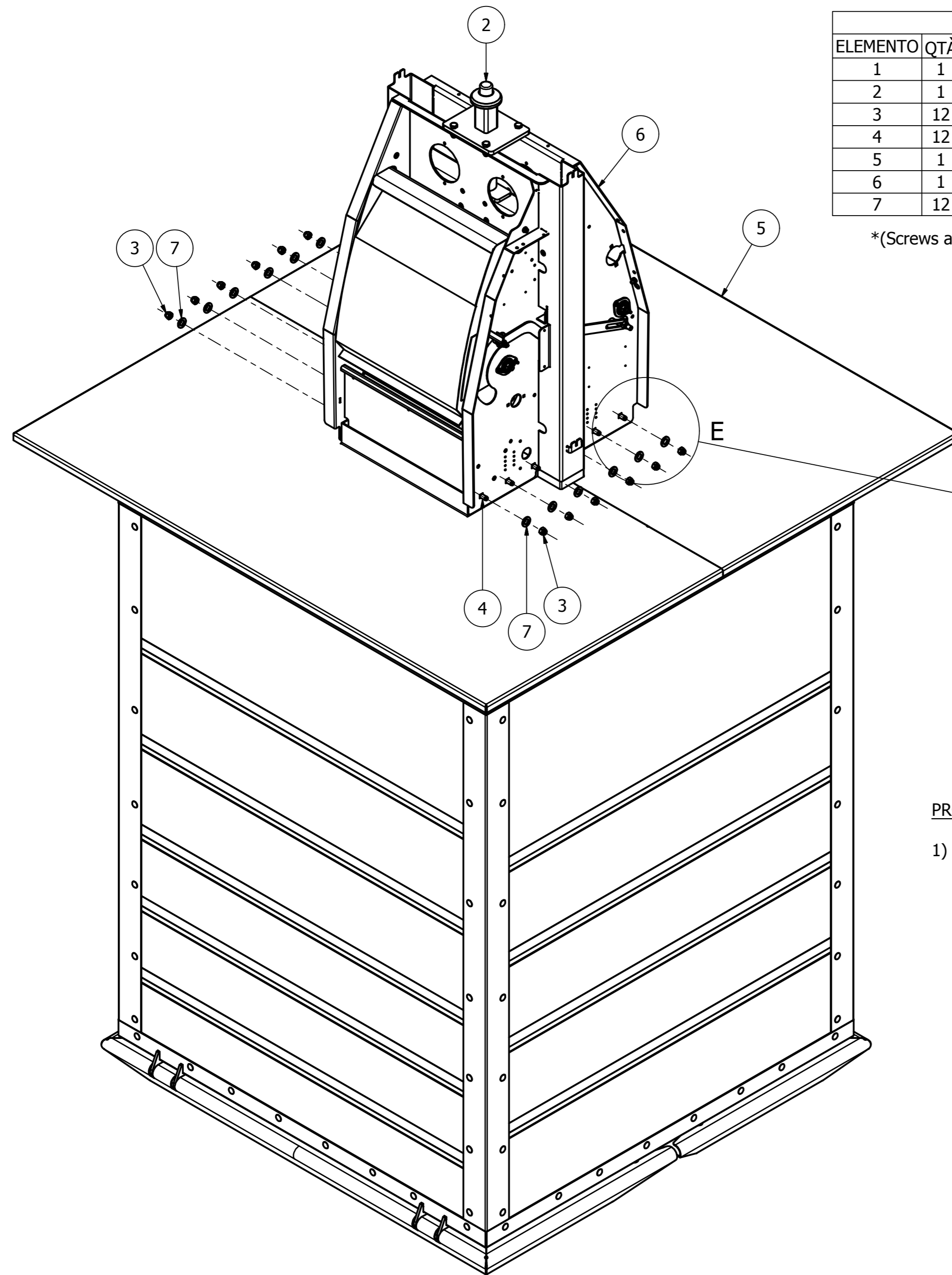
ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-5-01-01-1	PEDANA CONT. INTERRATO
2	32	DIN 603 - M8 x 16	VITE TESTA BOMBATA CON QUADRO SOTTO TESTA M8x16
3	32	DN0080MA	DADO NORMALE M8
4	1	FASE 03 - CONT.5MC	FASE 03 - CONT.5MC
5	32	UNI 6592 10.5 x 18	RONDELLA PIANA UNI 6592 PER VITE M10

**PROCEDURE:**

- 1) FIX THE PLATFORM (PART.1) TO THE SIDE WALLS THROUGHOUT BOLTS (PART.2), THE WASHERS (PART.5) AND NUTS (PART.3). CLOSE TIGHTLY.

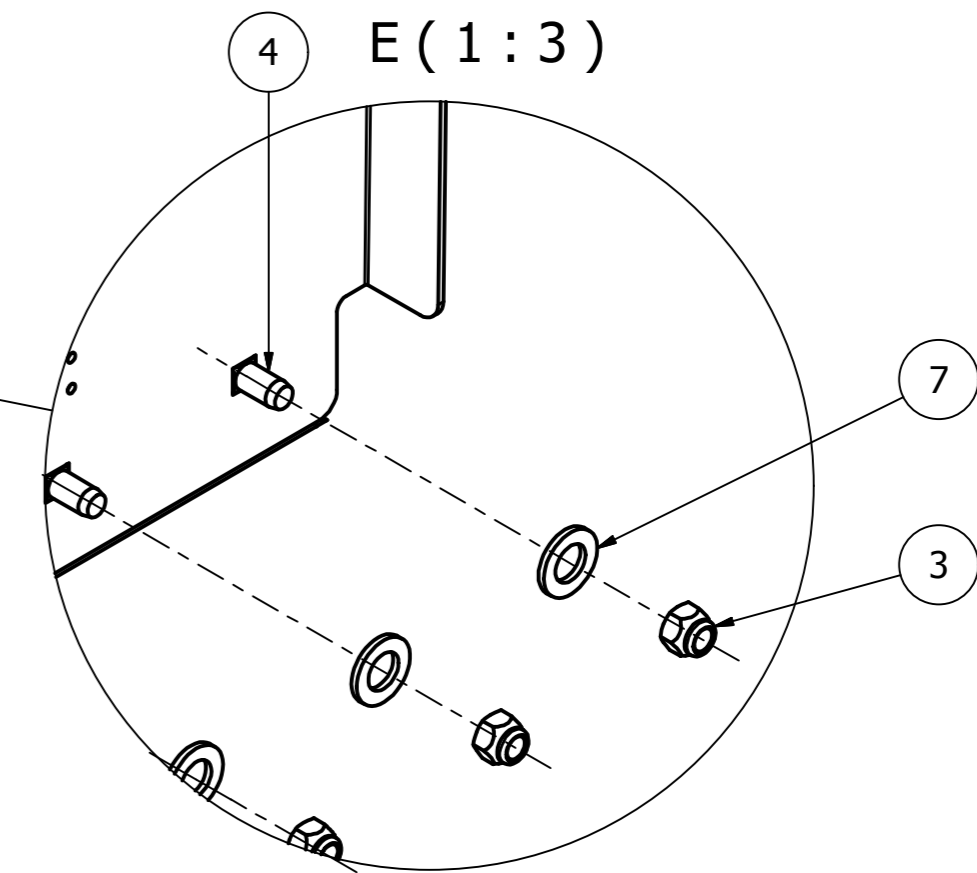


CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
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Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
23/11/2015		//	01	marengo.a
				Controll.
				//
				Scala
				//
				Foglio
				4 / 8



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	1	C-I-5-05-010	DISTANZIALE FINECORSO MECCANICA 5 METRI CUBI
2	1	C-I-5-05-02	TRAVE INTERNO
3	12	DA0120MA	DADO AUTOBLOCCANTE M12
4	12	DIN 603 - M12 x 30	VITE TESTA BOMBATA QUADRO SOTTO TESTA M12x30
5	1	FASE 04 - CONT.5MC	FASE 04 - CONT.5MC
6	1	TORR_CONF_LIBERO	TORRETTA - CONFERIMENTO LIBERO
7	12	UNI 6592 - 17 x 30	Rondella

\*(Screws an bolts for this assembly are part of the "upper tower" material list and not of the containers parts)



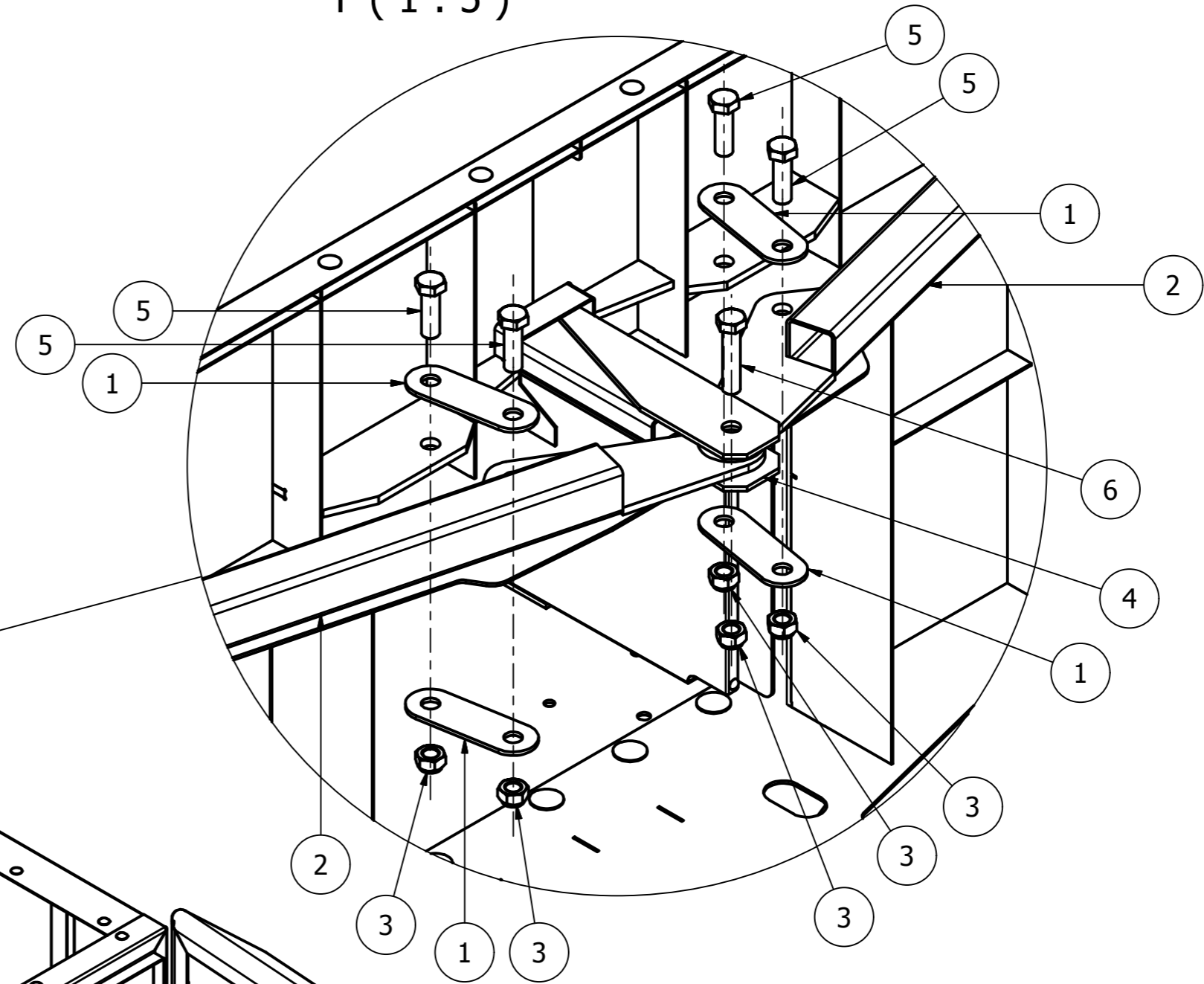
**PROCEDURE:**

- 1) FIX THE PRE-MOUNTED UPPER TOWER (PART.6) ONTO THE TOP PLATFORM OF THE CONTAINER (PART.5), THROUGHOUT BOLTS (PART.4), WASHERS (PART.7) AND NUTS (PART.3). CLOSE TIGHTLY.

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small>				
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
23/11/2015		//	01	marengo.a
				Controll.
				//
				Scala
				//
				Foglio
				5/8

**WARNING! - FOR THE TOWER ASSEMBLY FOLLOW INDICATIONS ON THE DRAWING "MONTAGGIO TORRETTA RSU"**


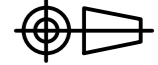
F (1:5)

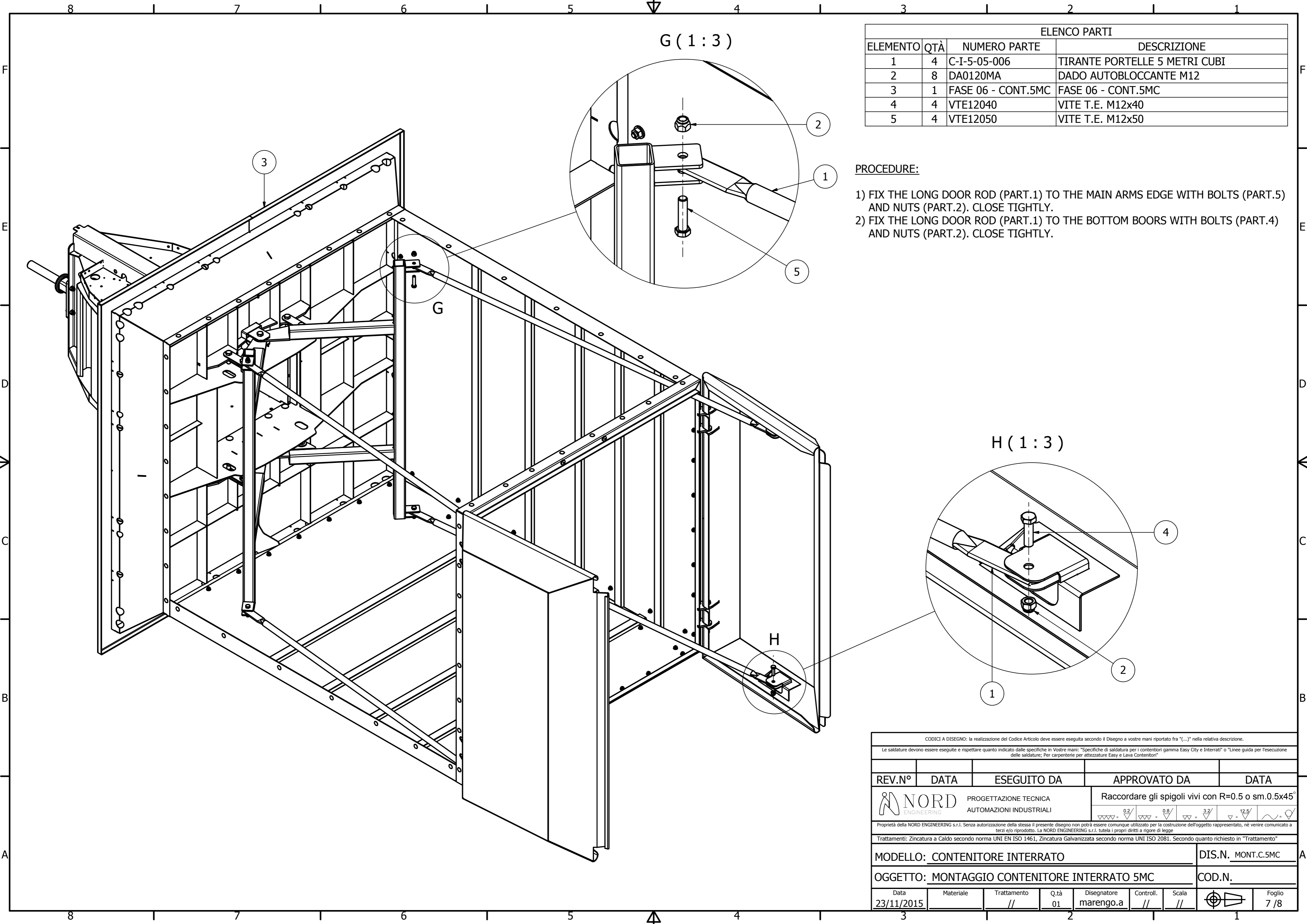


**PROCEDURE:**

- 1) FIX THE TWO MAIN ARMS (PART.2) TO THE INTERNAL SLIDING ROD (PART.4) THROUGHOUT BOLTS (PART.6) AND NUTS (PART.3). CLOSE TIGHTLY.
- 2) FIX THE TWO MAIN ARMS (PART.2) TO THE SMALL PISTON RODS (PART.1) WITH THE BOLTS (PART.5) AND NUTS (PART.3). DO NOT CLOSE TIGHTLY BUT LEAVE A 2mm GAP.
- 3) FIX THE SMALL PISTON RODS (PART.1) TO THE PLATFORM OF THE CONTAINER THROUGHOUT BOLTS(PART.5) AND NUTS (PART.3). DO NOT CLOSE TIGHTLY BUT LEAVE A 2mm GAP.

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	8	C-I-5-05-005	BIELLETTA
2	2	C-I-5-05-01	SALDATO DOPPIA BIELLA
3	10	DA0160MA	DADO AUTOBLOCCANTE M16
4	1	FASE 05A - CONT.5MC	FASE 05 - CONT.5MC
5	8	VTE16050	VITE T.E. M16x50
6	2	VTE16070	VITE T.E. M16x70

<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.                  Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Intertrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
 PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI		Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45° <small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>		
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
23/11/2015		//	01	marengo.a
				Controll.
				//
				Scala
				//
				 Foglio 6/8

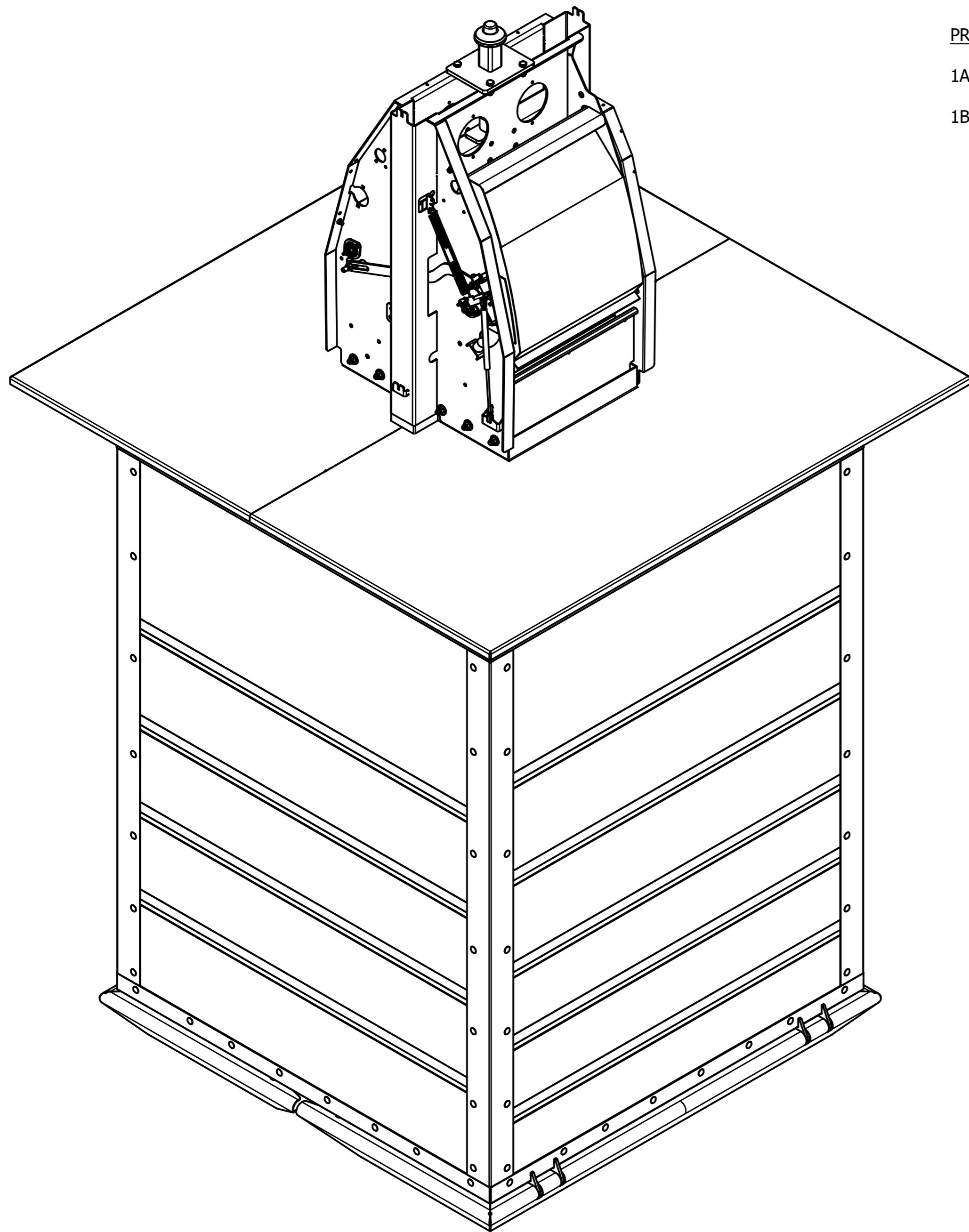


ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-5-05-006	TIRANTE PORTELLE 5 METRI CUBI
2	8	DA0120MA	DADO AUTOBLOCCANTE M12
3	1	FASE 06 - CONT.5MC	FASE 06 - CONT.5MC
4	4	VTE12040	VITE T.E. M12x40
5	4	VTE12050	VITE T.E. M12x50

**PROCEDURE:**



- 1) FIX THE LONG DOOR ROD (PART.1) TO THE MAIN ARMS EDGE WITH BOLTS (PART.5) AND NUTS (PART.2). CLOSE TIGHTLY.
- 2) FIX THE LONG DOOR ROD (PART.1) TO THE BOTTOM BOORS WITH BOLTS (PART.4) AND NUTS (PART.2). CLOSE TIGHTLY.

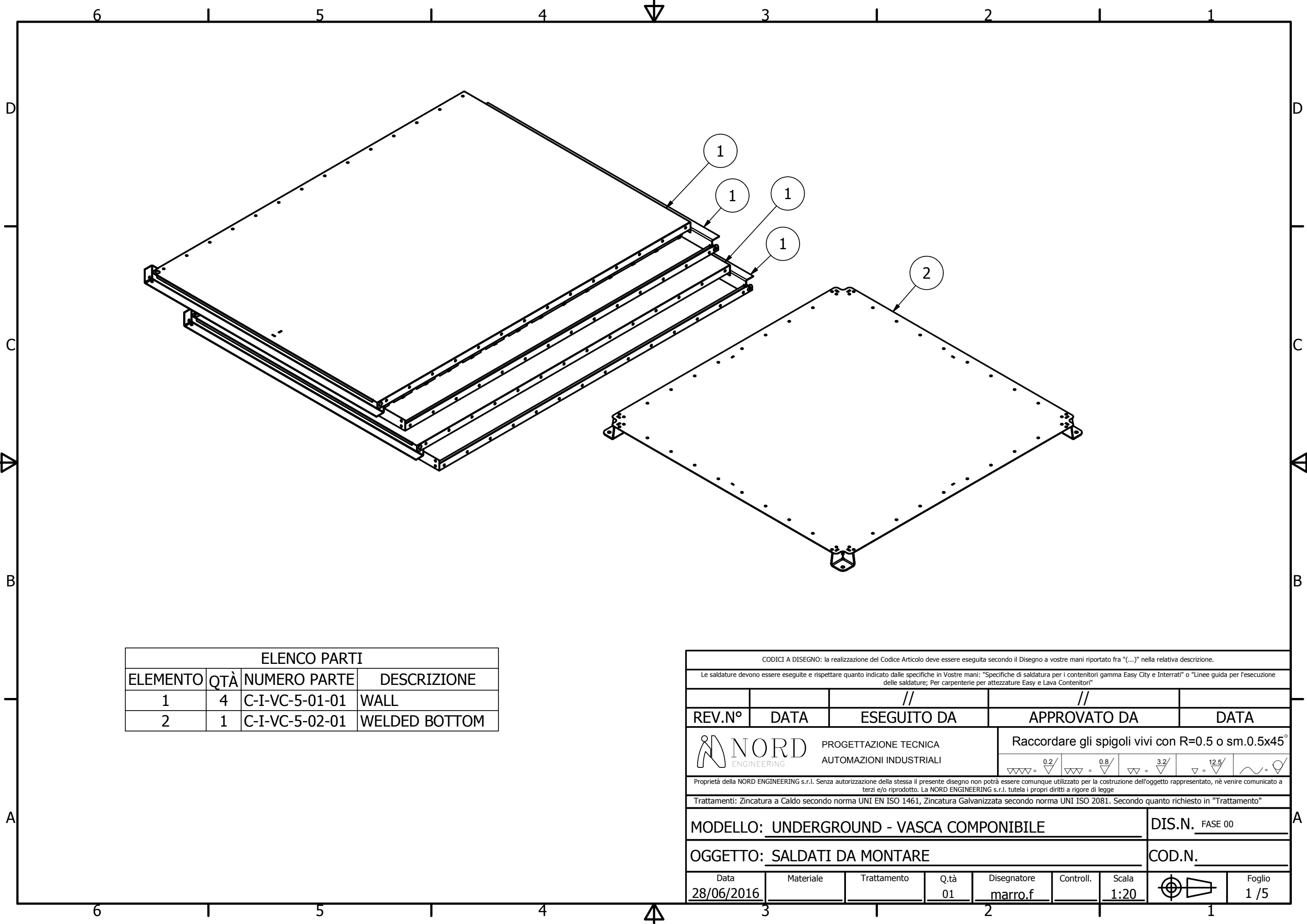
<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.          Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>				
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI	Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.</small>				
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: CONTENITORE INTERRATO				DIS.N. MONT.C.5MC
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC				COD.N.
<small>Data</small> 23/11/2015	<small>Materiale</small> //	<small>Trattamento</small> //	<small>Q.tà</small> 01	<small>Disegnatore</small> marengo.a
			<small>Controll.</small> //	<small>Scala</small> //
				<small>Foglio</small> 7/8



**PROCEDURE:**

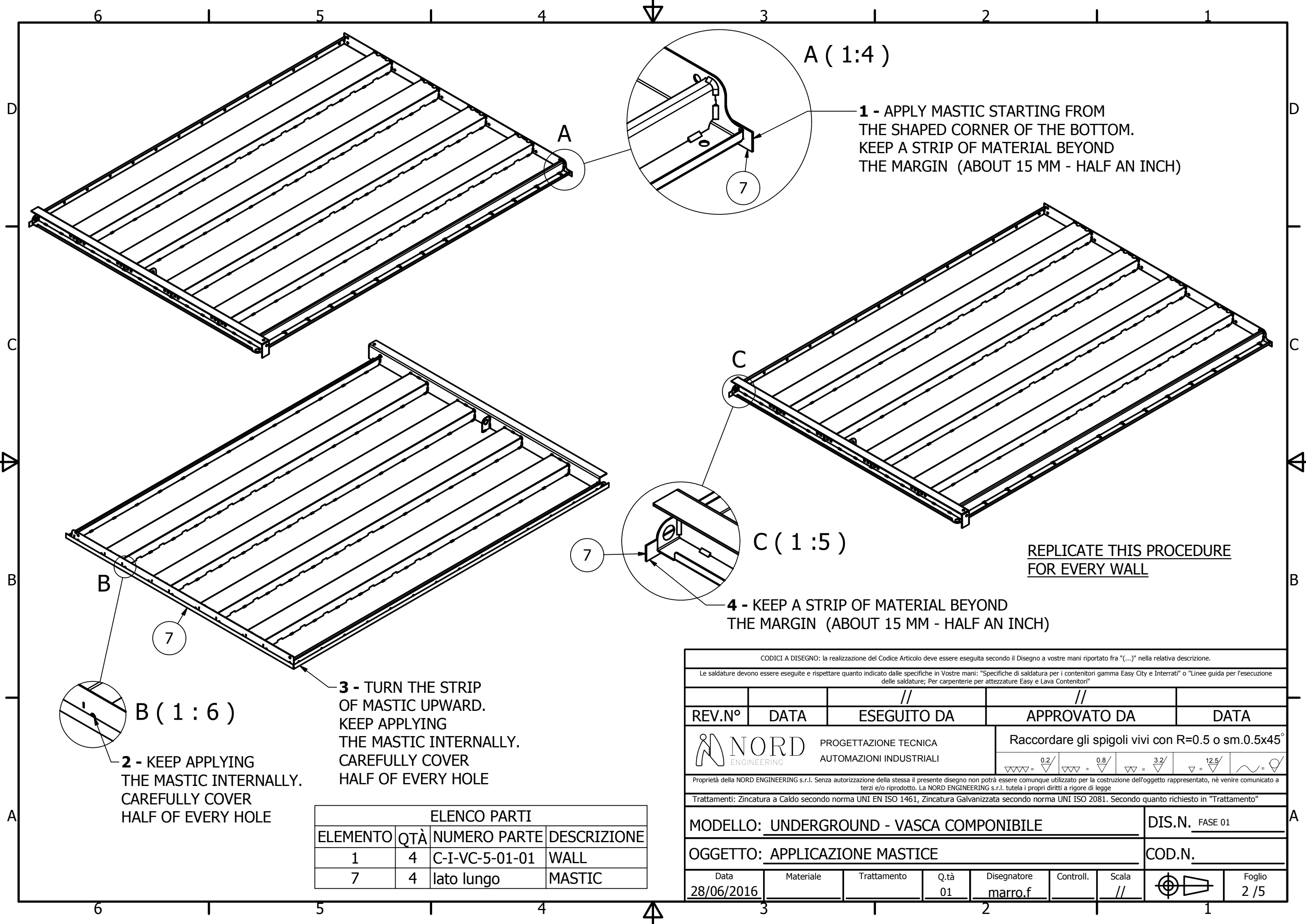
- 1A) COMPLETE THE TOWER MOUNTING BY FOLLOWING DRAWINGS "MONTAGGIO CARTER (RETRO CIECO)" IN THE CASE THAT UNDERGROUND CONTAINER IS WITH CLOSED BACK SIDE CARTER.
- 1B) COMPLETE THE TOWER MOUNTING BY FOLLOWING DRAWINGS "MONTAGGIO CARTER (RETRO ISPEZIONE)" IN THE CASE THAT UNDERGROUND CONTAINER IS WITH BACCK SIDE CARTER AND INSPECTION DOOR.

<small>CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.</small>									
<small>Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"</small>									
REV.N°	DATA	ESEGUITO DA	APPROVATO DA		DATA				
		PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con $R=0.5$ o $sm.0.5 \times 45^\circ$				
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small>									
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>									
MODELLO: CONTENITORE INTERRATO								DIS.N. MONT.C.5MC	
OGGETTO: MONTAGGIO CONTENITORE INTERRATO 5MC								COD.N.	
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala			Foglio
23/11/2015		//	01	marengo.a	//	//			8 / 8



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-VC-5-01-01	WALL
2	1	C-I-VC-5-02-01	WELDED BOTTOM

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.				
Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"				
		//	//	
REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°	
Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, nè venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge				
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"				
MODELLO: UNDERGROUND - VASCA COMPONENTIBILE				DIS.N. FASE 00
OGGETTO: SALDATI DA MONTARE				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
28/06/2016			01	marro.f
				Controll.
				Scala
				1:20
				Foglio
				1 / 5



A ( 1 : 4 )

**1 - APPLY MASTIC STARTING FROM THE SHAPED CORNER OF THE BOTTOM. KEEP A STRIP OF MATERIAL BEYOND THE MARGIN (ABOUT 15 MM - HALF AN INCH)**

C ( 1 : 5 )

**4 - KEEP A STRIP OF MATERIAL BEYOND THE MARGIN (ABOUT 15 MM - HALF AN INCH)**

REPLICATE THIS PROCEDURE FOR EVERY WALL

B ( 1 : 6 )

**2 - KEEP APPLYING THE MASTIC INTERNALLY. CAREFULLY COVER HALF OF EVERY HOLE**

**3 - TURN THE STRIP OF MASTIC UPWARD. KEEP APPLYING THE MASTIC INTERNALLY. CAREFULLY COVER HALF OF EVERY HOLE**

ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-VC-5-01-01	WALL
7	4	lato lungo	MASTIC

CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.

Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		//	//	

**NORD ENGINEERING** PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI

Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°

Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge

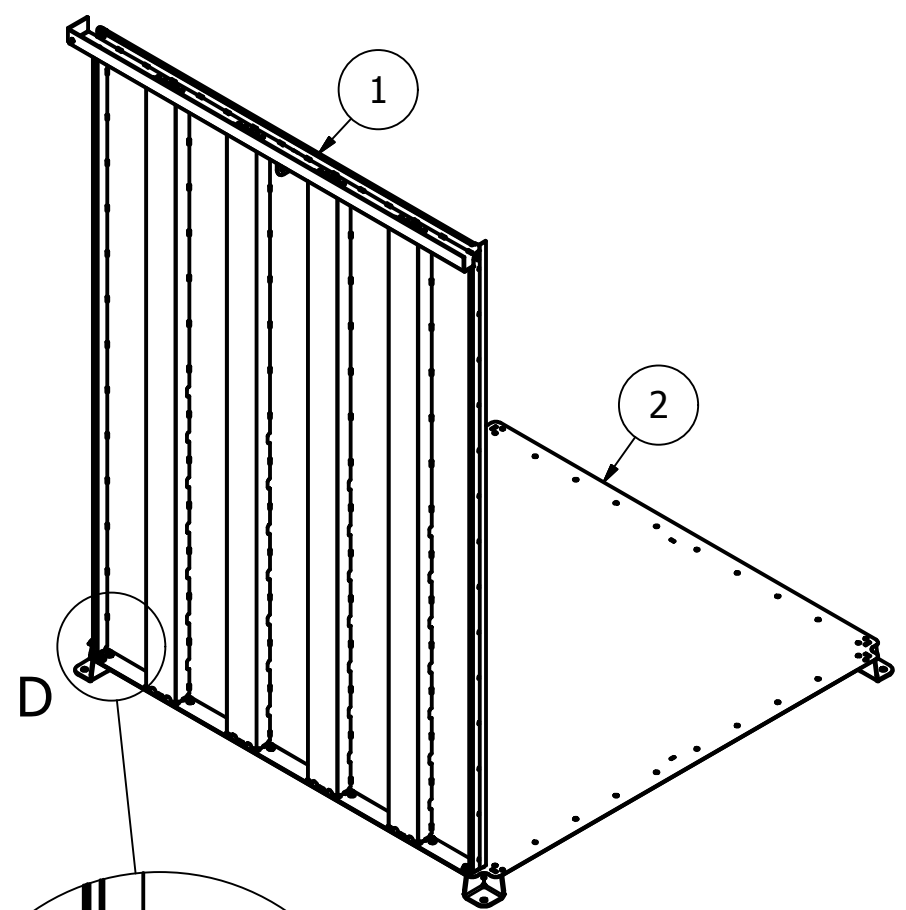
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"

MODELLO: UNDERGROUND - VASCA COMPONENTE			DIS.N. FASE 01	
OGGETTO: APPLICAZIONE MASTICE			COD.N.	

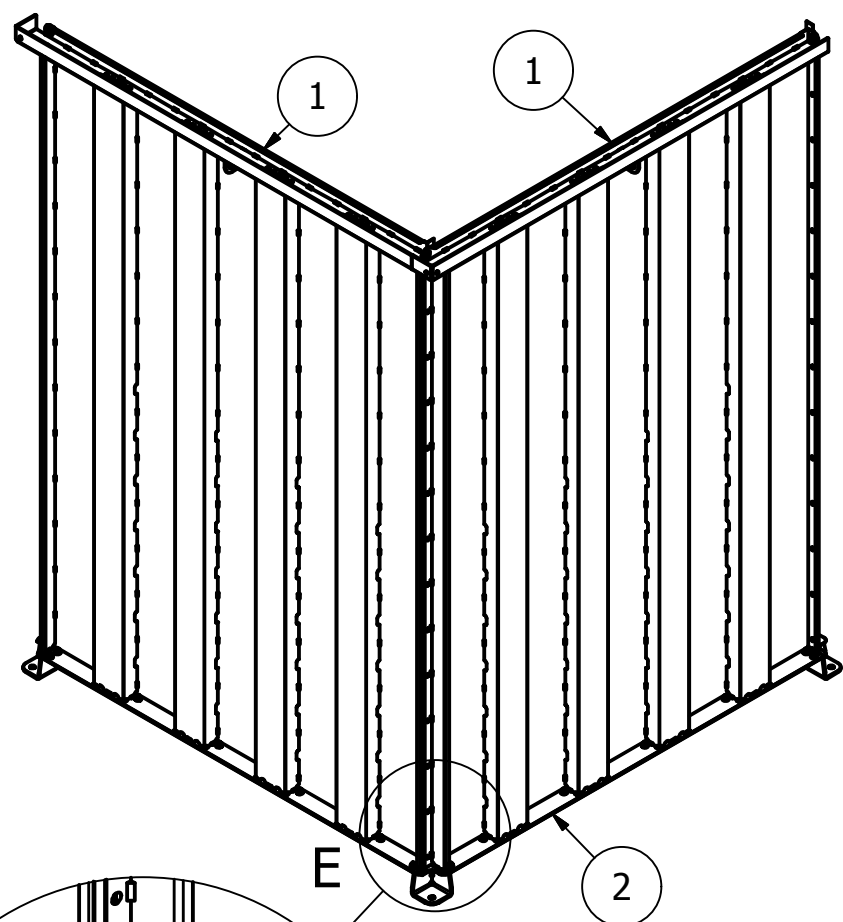
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala		Foglio
28/06/2016			01	marro.f		//		2 / 5



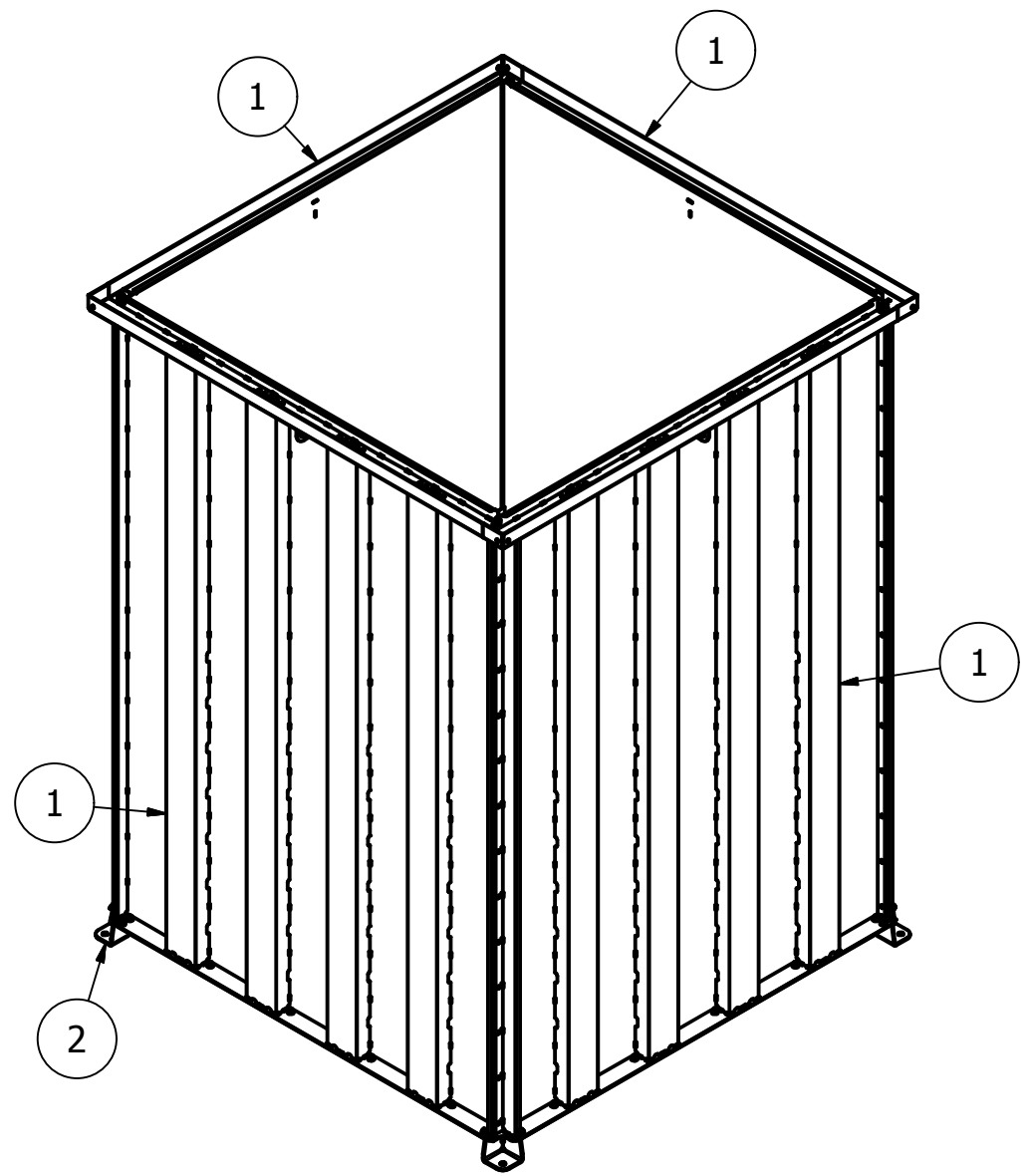
# FASTEN WALLS TO THE BOTTOM



D ( 1:6 )



E ( 1:7 )



ELENCO PARTI			
ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-VC-5-01-01	WALL
2	1	C-I-VC-5-02-01	WELDED BOTTOM
3	48	VTEF1020	BOLTS M10x20
4	48	ISO 4161 - M10	NUTS

CODICI A DISEGNO: la realizzazione del Codice Articolato deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.

Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		//	//	

**NORD ENGINEERING** PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI

Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45°

$\nabla \nabla \nabla = \frac{0.2}{\nabla}$ 
 $\nabla \nabla \nabla = \frac{0.8}{\nabla}$ 
 $\nabla \nabla \nabla = \frac{3.2}{\nabla}$ 
 $\nabla \nabla \nabla = \frac{12.5}{\nabla}$

Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, nè venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge

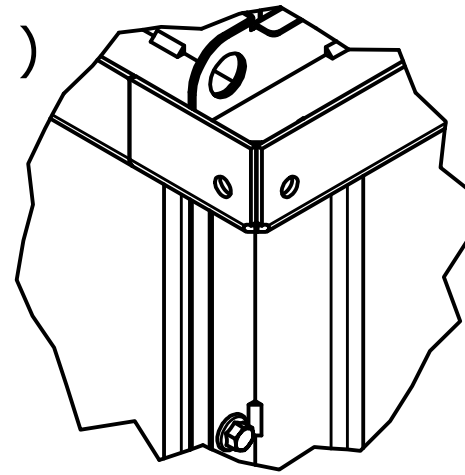
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"

MODELLO: UNDERGROUND - VASCA COMPONENTE			DIS.N. FASE 02	
OGGETTO: PRIMA PARETE IN SEDE			COD.N.	

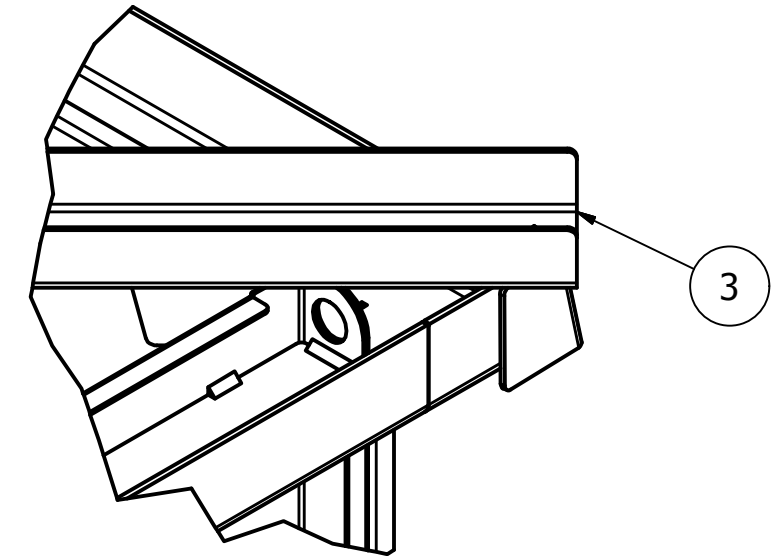
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala		Foglio
28/06/2016			01	marro.f		//		3 / 5

- 1 - INSERT THE CENTRING BEAM AS SHOWED
- 2 - FASTEN THE WALLS TOGETHER

F ( 1 : 4 )



G ( 1 : 4 )

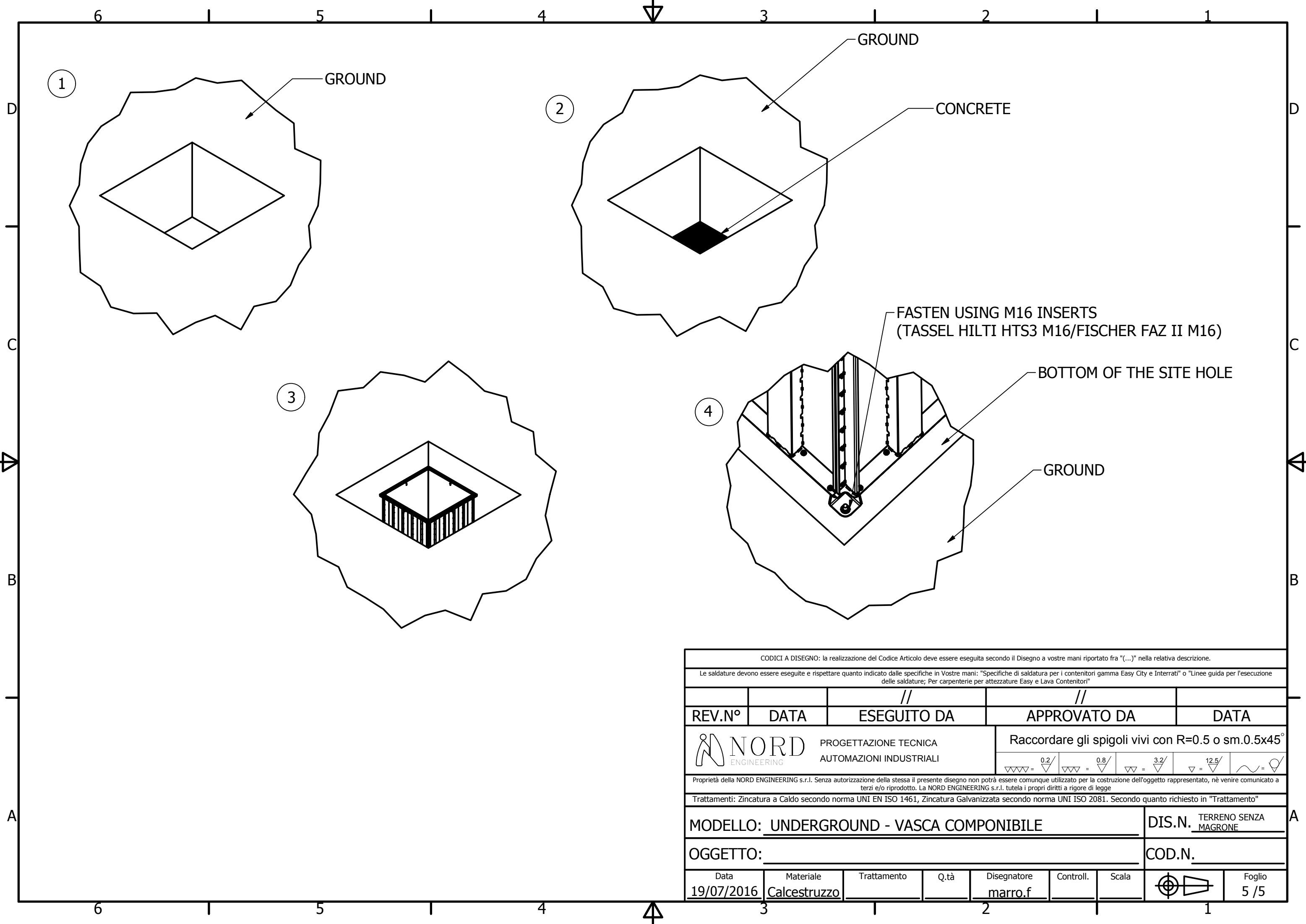


ELEMENTO	QTÀ	NUMERO PARTE	DESCRIZIONE
1	4	C-I-VC-5-01-01	WALL
2	1	C-I-VC-5-02-01	WELDED BOTTOM
3	1	C-I-VC-5-PC-02	CENTRING BEAM
4	104	ISO 4161 - M10	NUTS
5	104	VTEF1020	BOLTS M10x20

CODICI A DISEGNO: la realizzazione del Codice Articolato deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.

Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		//	//	
PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI			Raccordare gli spigoli vivi con R=0.5 o sm.0.5x45° 	
<small>Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, nè venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge</small>				
<small>Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"</small>				
MODELLO: UNDERGROUND - VASCA COMPONENTE				DIS.N. Vasca componibile
OGGETTO: VASCA COMPONENTE				COD.N.
Data	Materiale	Trattamento	Q.tà	Disegnatore
15/01/2016			01	marro.f
				Controll.
				Scala
				//
				Foglio
				4 / 5



CODICI A DISEGNO: la realizzazione del Codice Articolo deve essere eseguita secondo il Disegno a vostre mani riportato fra "(...)" nella relativa descrizione.

Le saldature devono essere eseguite e rispettare quanto indicato dalle specifiche in Vostre mani: "Specifiche di saldatura per i contenitori gamma Easy City e Interrati" o "Linee guida per l'esecuzione delle saldature; Per carpenterie per attrezzature Easy e Lava Contenitori"

REV.N°	DATA	ESEGUITO DA	APPROVATO DA	DATA
		//	//	

**NORD ENGINEERING** PROGETTAZIONE TECNICA AUTOMAZIONI INDUSTRIALI

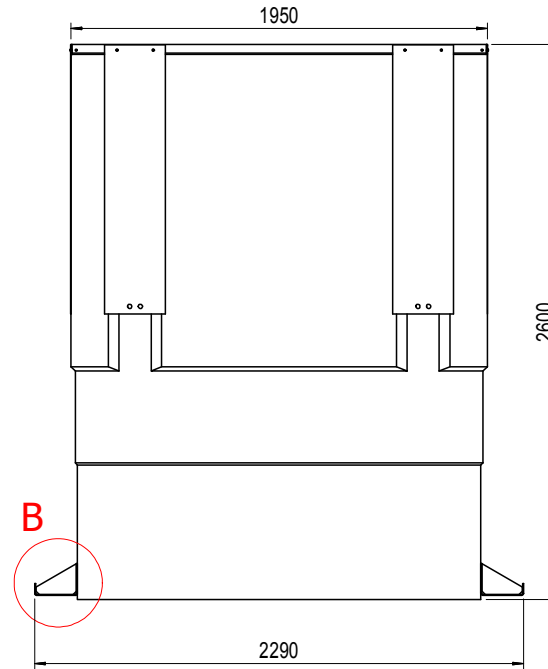
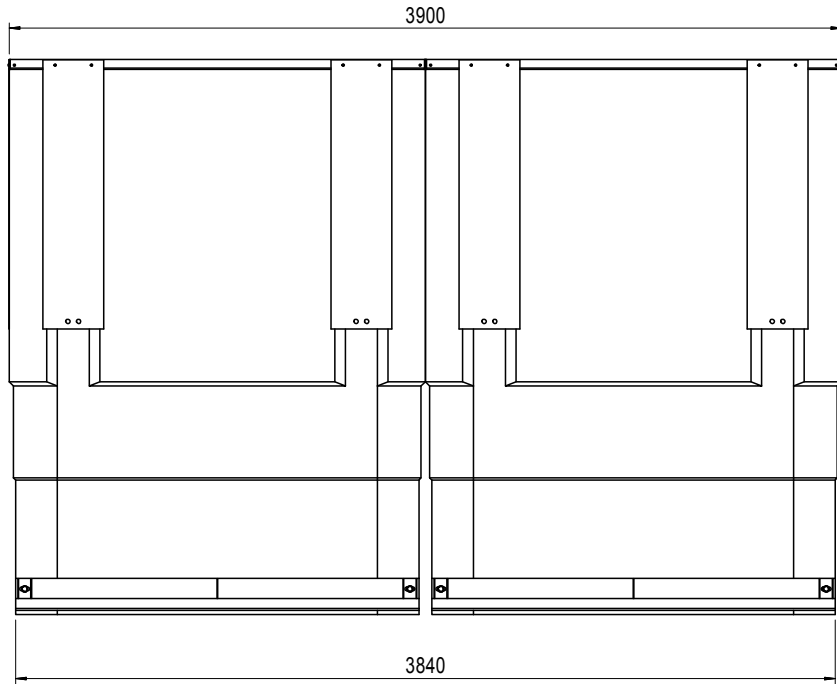
Raccordare gli spigoli vivi con  $R=0.5$  o  $sm.0.5 \times 45^\circ$

Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. La NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge

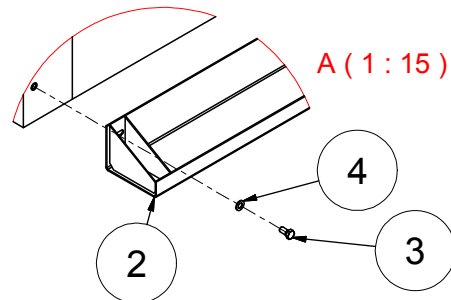
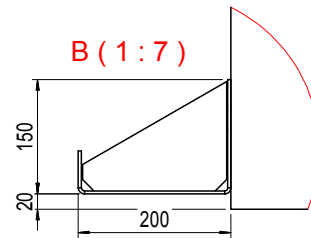
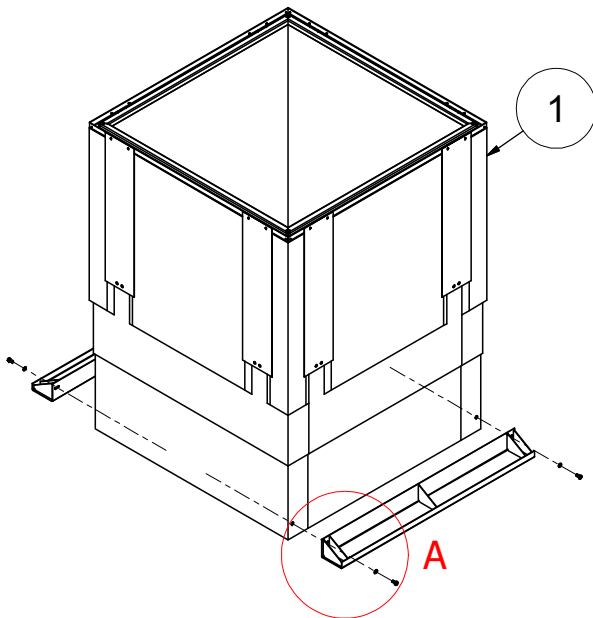
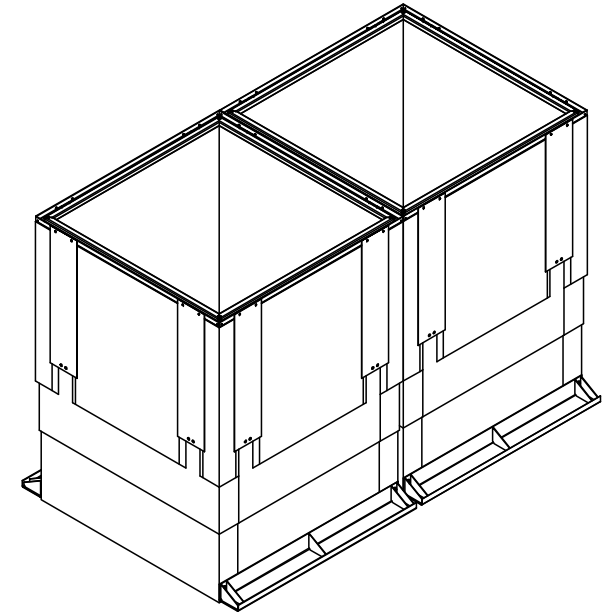
Trattamenti: Zincatura a Caldo secondo norma UNI EN ISO 1461, Zincatura Galvanizzata secondo norma UNI ISO 2081. Secondo quanto richiesto in "Trattamento"

MODELLO: UNDERGROUND - VASCA COMPONENTE				DIS.N. TERRENO SENZA MAGRONE				
OGGETTO:				COD.N.				
Data	Materiale	Trattamento	Q.tà	Disegnatore	Controll.	Scala		Foglio 5 / 5
19/07/2016	Calcestruzzo			marro.f				

# TANK FOR FLOATING RISK AREAS



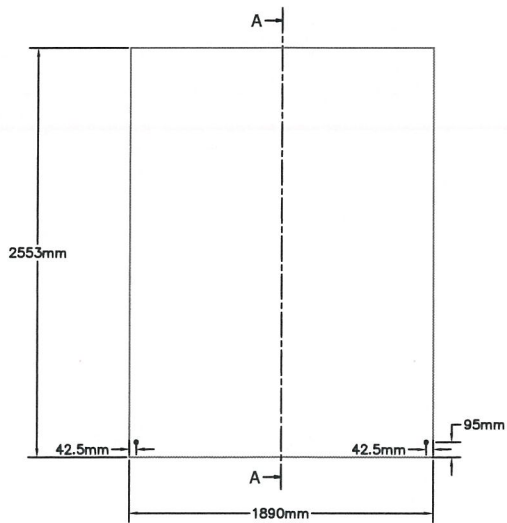
AFTER THE MOUNTING



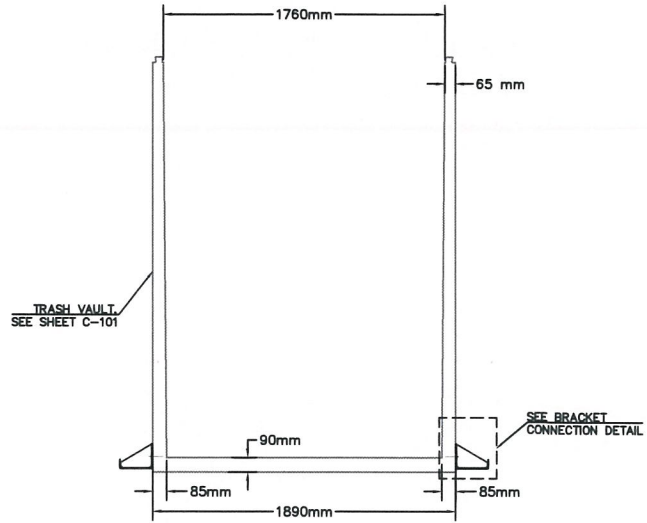
Item Number	Description	Drawing Number	Quantity
1	5 mc Tank	1602-000	01
2	LAMIERA SALDATA	1604-000	02
3	VTE DIN 933 M16x30	//	04
4	RONDELLA PIANA M16	//	04

Rev. N°	DATE	CARRIED OUT BY	APPROVED BY	DATE				
		TECHNICAL PLANNING INDUSTRIAL AUTOMATION		Link the corners with R=0.5 o sm.0.5x45 ∇ = 0.2 / ∇ = 0.8 / ∇ = 3.2 / ∇ = 12.5 / ∇ = 1				
MODEL: TANK FOR FLOATING RISK AREAS				DIS.N. //				
OBJECT: TWO MODULES TANK FOR FLOATING RISK AREAS				COD.N. //				
				MOD.N. //				
DATE	MATERIAL	TREATMENT	Q.TY	DRAWING	CONTROL	SCALE		
25/10/2012	//	//	01	D.A.	A.L.	//		

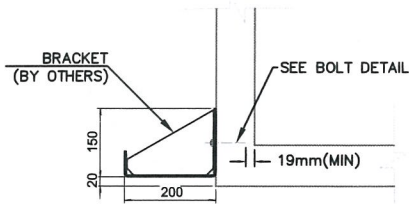
Proprietà della NORD ENGINEERING s.r.l. Senza autorizzazione della stessa il presente disegno non potrà essere comunque utilizzato per la costruzione dell'oggetto rappresentato, né venire comunicato a terzi e/o riprodotto. LA NORD ENGINEERING s.r.l. tutela i propri diritti a rigore di legge.



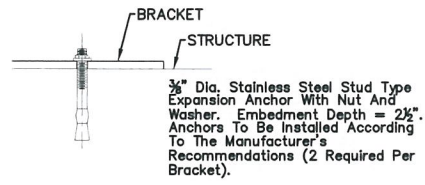
1 SIDE VIEW  
C-102 SCALE: NTS



2 SECTION A-A  
C-102 SCALE: NTS



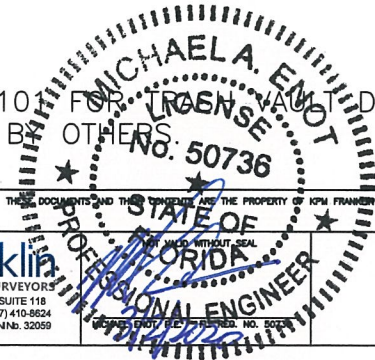
3 BRACKET CONNECTION DETAIL  
C-102 SCALE: NTS



4 BOLT DETAIL  
C-102 SCALE: NTS

NOTES:

1. SEE SHEET C-101 FOR TRASH VAULT DETAIL.
2. BRACKETS ARE BY OTHERS.



THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF KPM FRANKLIN AND ARE ISSUED ONLY FOR THE SPECIFIC USE NOTED ON THESE DRAWINGS.

**Underground Trash Receptacle Installation  
at Two Locations  
Ennis, TX**

**Gresham Smith  
Project No.: 46006.00**

**EXHIBIT 2**  
**Easement Documentation**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**ACCESS EASEMENT FOR UNDERGROUND REFUSE SYSTEM**

STATE OF TEXAS           §  
  §  
COUNTY OF ELLIS       §

**TODD ROUTH & KRIS KNAP** (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF ENNIS, TEXAS**, (“Grantee”), a Texas home rule municipality, whose mailing address is 107 N. Sherman St., Ennis, Ellis County, Texas 75119, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, public utility easement over, along, across and under the following described property located in Ellis County, Texas (the “Easement Property”):

**Being a 12.00' Wide Access Easement to the City of Ennis, Ellis County, Texas and being situated in the D. Rose Survey, Abstract No.906, Ellis County, Texas and being more particularly described by metes and bounds as defined in Exhibit “A” being attached hereto and incorporated herein by reference;**

including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove improvements, and appurtenances used in connection with said access and as deemed necessary thereto by said Grantee, over, along, across, under, into and through the Easement Property. Grantee will cause the initial installation of improvements installed within this Easement to be constructed and installed in a lien-free and good and workmanlike manner.

Upon initial completion of any access improvements by Grantee, and upon completion of any subsequent repairs or replacements to same by Grantee, Grantee, at Grantee’s cost, will cause the surface of the Easement Property to be restored in all material respects to the condition in which it existed immediately prior to the respective work (with ordinary wear and tear excluded). If Grantor elects to perform or cause the performance of the work necessary to restore the surface of the Easement Property, Grantee shall reimburse Grantor for such costs not later than thirty (30) days following written demand for such reimbursement.

**TO HAVE AND TO HOLD** the above described property for Grantee’s purposes as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantors do hereby bind themselves, their heirs, successors

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INST NO. 2327845 FILING DATE/TIME: September 18, 2023 at 2:49 PM

and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

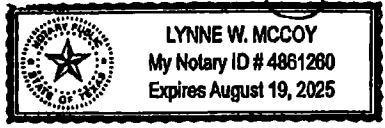
SIGNED this 13<sup>th</sup> day of September 2023.

GRANTOR:  
TODD ROUTH & KRIS KNAP  
By: [Signature]  
Its: Manager

GRANTOR ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 13<sup>th</sup> day of September, 2023, by Todd Routh, the Manager of TODD ROUTH & KRIS KNAP  
Kris Knapp



[Signature]  
Notary Public, State of Texas  
My Commission expires: 08/19/2025

**AFTER RECORDING RETURN TO:**  
City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120

GRANTEE:  
[Signature]



Marty Nelson, City Manager  
City of Ennis

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF Ellis

This instrument was acknowledged before me on the 18<sup>th</sup> day of September, 2023, by Marty Nelson.

Bethany Brooke Prewitt  
Notary Public, State of Texas  
My Commission expires: 01-17-2024

**AFTER RECORDING RETURN TO:**  
City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120



12.00' WIDE ACCESS EASEMENT  
D. ROSE SURVEY, ABSTRACT NO. 906  
ELLIS COUNTY, TEXAS  
EXHIBIT "A"

**Being** a 12.00' Wide Access Easement to the City of Ennis, Ellis County, Texas and being situated in the D. Rose Survey, Abstract No.906, Ellis County, Texas and being more particularly described by metes and bounds as follows:

**Commencing** at a P.K. nail found at the intersection of the north right of way line of W. Brown Street (80' ROW) with the west right of way line of S. McKinney Street (80' ROW) said commencing point having State Plane Coordinates of N: 6807225.88, E: 2546706.50 and being the southeast corner of Block 106, of the Original Town of Ennis Texas.

**Thence** South 58 degrees 56 minutes 22 seconds West, along the north right of way line of said W. Brown Street a distance of 7.0 feet to the **Point of Beginning**;

**Thence** South 58 degrees 56 minutes 22 seconds West, continuing along said right of way line a distance of 12.0 feet to the point for corner;

**Thence** North 31 degrees 03 minutes 35 seconds West, departing said right of way line a distance of 159.10 feet to a point for corner;

**Thence** North 58 degrees 56 minutes 49 seconds East, a distance of 19.00 feet to a point for corner in the aforementioned west right of way line of McKinney Street;

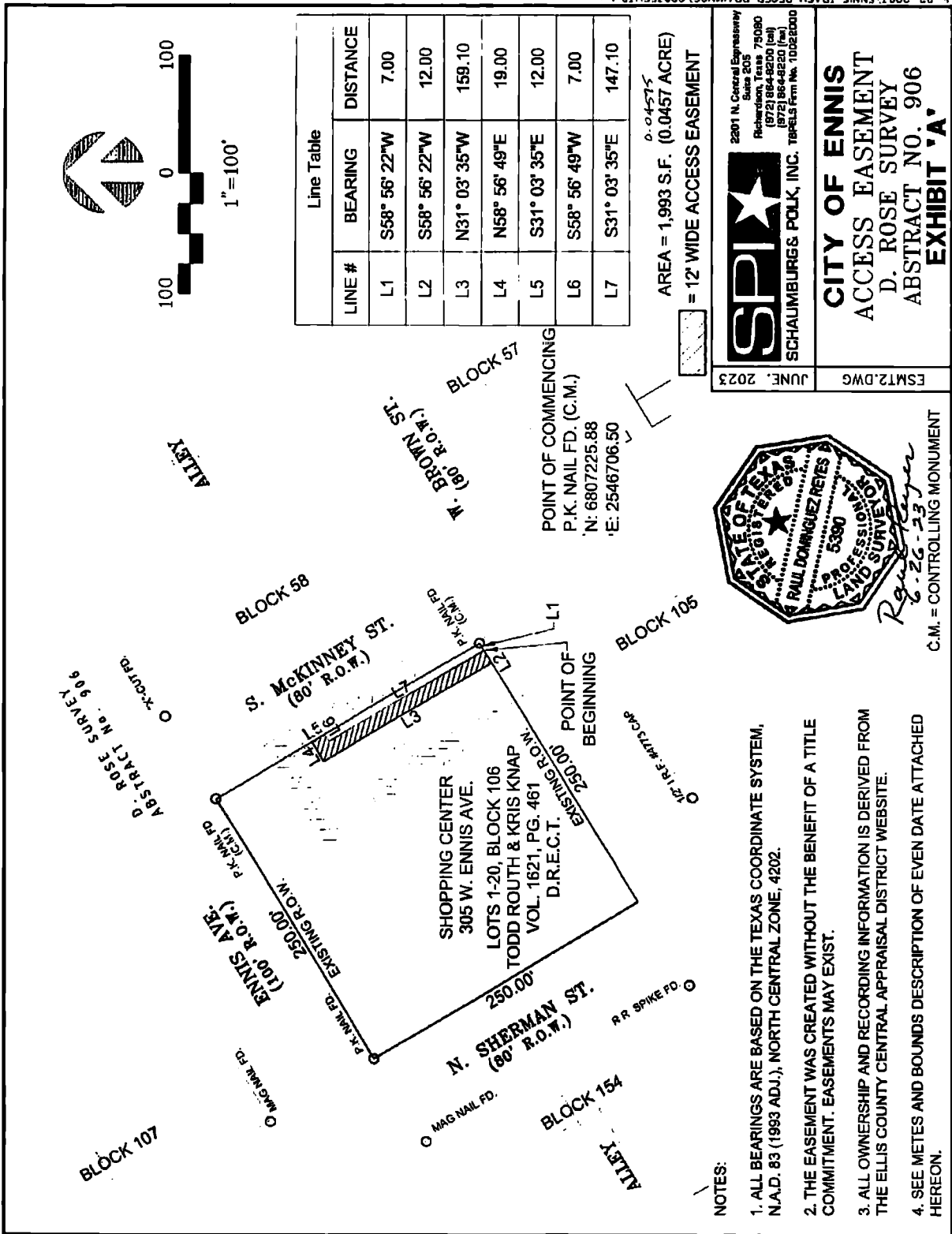
**Thence** South 31 degrees 03 minutes 35 seconds East, continuing along said west right of way line a distance of 12.00 feet to a point for corner;

**Thence** South 58 degrees 56 minutes 49 seconds West, a distance of 7.00 feet to a point for corner;

**Thence** South 31 degrees 03 minutes 35 seconds East, a distance of 147.10 feet to the **Point of Beginning** and containing 1,993 square feet or 0. 0457 of an acre of land.



*Raul Reyes*  
6-26-23



Line Table		
LINE #	BEARING	DISTANCE
L1	S58° 56' 22"W	7.00
L2	S58° 56' 22"W	12.00
L3	N31° 03' 35"W	158.10
L4	N58° 56' 49"E	19.00
L5	S31° 03' 35"E	12.00
L6	S58° 56' 49"W	7.00
L7	S31° 03' 35"E	147.10

AREA = 1,993 S.F. (0.0457 ACRE)  
 = 12' WIDE ACCESS EASEMENT

**SPI**  
 2801 N. Central Expressway  
 Suite 205  
 Richardson, Texas 75080  
 (972) 884-8200 (fax)  
 (972) 884-8220 (cell)  
 (972) 884-8220 (text)  
 TSPS's Perm. No. 10026000

**CITY OF ENNIS**  
**ACCESS EASEMENT**  
**D. ROSE SURVEY**  
**ABSTRACT NO. 906**  
**EXHIBIT 'A'**

JUNE, 2023



C.M. = CONTROLLING MONUMENT

PAGE 2 OF 2

- NOTES:
1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, N.A.D. 83 (1993 ADJ.), NORTH CENTRAL ZONE, 4202.
  2. THE EASEMENT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST.
  3. ALL OWNERSHIP AND RECORDING INFORMATION IS DERIVED FROM THE ELLIS COUNTY CENTRAL APPRAISAL DISTRICT WEBSITE.
  4. SEE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HEREON.

STATE OF TEXAS COUNTY OF ELLIS  
 I hereby certify this instrument was filed on the date and time stamped hereon and was duly recorded in the records of Ellis County, Texas as stamped hereon.  
 COUNTY CLERK, ELLIS COUNTY, TEXAS



*Jugoslav*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**UNDERGROUND REFUSE SYSTEM EASEMENT**

**STATE OF TEXAS           §  
  §  
COUNTY OF ELLIS       §**

**TODD ROUTH & KRIS KNAP** (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF ENNIS, TEXAS**, (“Grantee”), a Texas home rule municipality, whose mailing address is 107 N. Sherman St., Ennis, Ellis County, Texas 75119, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, public refuse system easement over, along, across and under the following described property located in Ellis County, Texas (the “Easement Property”):

**Being a 7.00' X 17.00' Underground Refuse System Easement to the City of Ennis, Ellis County, Texas and being situated in the D. Rose Survey, Abstract No.906, Ellis County, Texas and being more particularly described by metes and bounds as defined in Exhibit “A” being attached hereto and incorporated herein by reference;**

including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain public refuse system and appurtenances, equipment, improvements, and appurtenances used in connection with said public refuse system and as deemed necessary thereto by said Grantee, over, along, across, under, into and through the Easement Property. Grantee will cause the initial installation of public refuse system installed under this Easement to be constructed and installed in a lien-free and good and workmanlike manner.

Upon initial completion of any public refuse system and other such facilities, equipment and improvement by Grantee, and upon completion of any subsequent repairs or replacements to same by Grantee, Grantee, at Grantee’s cost, will cause the surface of the Easement Property to be restored in all material respects to the condition in which it existed immediately prior to the respective work or as required to accommodate the refuse system (with ordinary wear and tear excluded). If Grantor elects to perform or cause the performance of the work necessary to restore the surface of the Easement Property, Grantee shall reimburse Grantor for such costs not later than thirty (30) days following written demand for such reimbursement.

**TO HAVE AND TO HOLD** the above described property for Grantee’s purposes as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together

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INST NO. 2327844 FILING DATE/TIME: September 18, 2023 at 2:49 PM

with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantors do hereby bind themselves, their heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

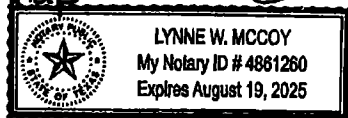
SIGNED this 13<sup>th</sup> day of September 2023.

GRANTOR:  
TODD ROUTH & KRIS KNAP  
By: [Signature]  
Its: Managers

GRANTOR ACKNOWLEDGMENT

STATE OF TEXAS      §  
   §  
COUNTY OF TARRANT      §

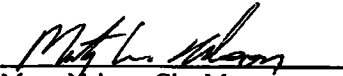
This instrument was acknowledged before me on the 13<sup>th</sup> day of September, 2023, by Todd Routh & Kris Knap, the Managers of TODD ROUTH & KRIS KNAP



[Signature]  
Notary Public, State of Texas  
My Commission expires: 08/19/2025

**AFTER RECORDING RETURN TO:**  
City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120

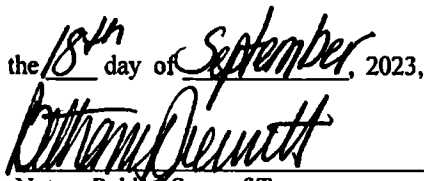
GRANTEE:

  
Marty Nelson, City Manager  
City of Ennis

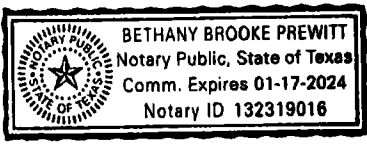
**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF Ellis

This instrument was acknowledged before me on the 18<sup>th</sup> day of September, 2023, by Marty Nelson.

  
Notary Public, State of Texas  
My Commission expires: 01-17-2024

**AFTER RECORDING RETURN TO:**  
City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120



7.00' X 17.00' UNDERGROUND REFUSE SYSTEM EASEMENT  
D. ROSE SURVEY, ABSTRACT NO. 906  
ELLIS COUNTY, TEXAS  
EXHIBIT "A"

Being a 7.00' X 17.00' Underground Refuse System Easement to the City of Ennis, Ellis County, Texas and being situated in the D. Rose Survey, Abstract No. 906, Ellis County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a P.K. nail found at the intersection of the north right of way line of W. Brown Street (80' ROW) with the west right of way line of S. McKinney Street (80' ROW) said commencing point having State Plane Coordinates of N: 6807225.88, E: 2546706.50 and being the southeast corner of Block 106, of the Original Town of Ennis Texas.

Thence North 31 degrees 03 minutes 35 seconds West, along the west right of way line of McKinney Street, a distance of 98.01 feet to the **Point of Beginning**;

Thence South 58 degrees 56 minutes 49 seconds West, a distance of 7.00 feet to a point for corner;

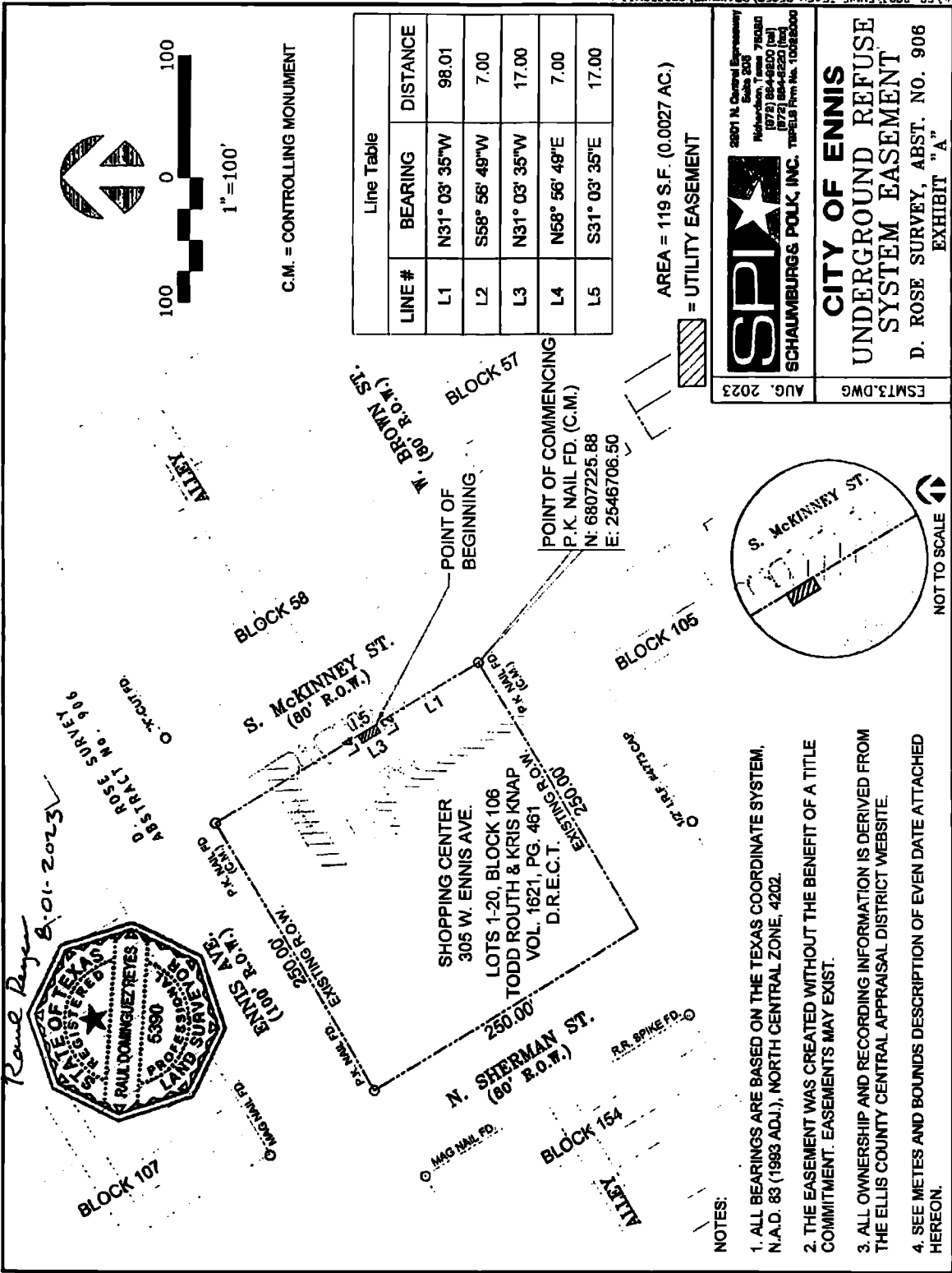
Thence North 31 degrees 03 minutes 35 seconds West, a distance of 17.00 feet to a point for corner;

Thence North 58 degrees 56 minutes 49 seconds East, a distance of 7.0 feet to a point for corner in the aforementioned west right of way line of McKinney Street;

Thence South 31 degrees 03 minutes 35 seconds East, continuing along said west right of way line a distance of 17.00 feet to the **Point of Beginning** and containing 119 square feet or 0. 0027 of an acre of land.



*Raul Reyes*  
8-01-2023



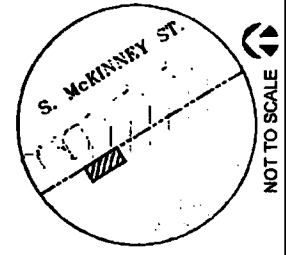
LINE #	BEARING	DISTANCE
L1	N31° 03' 35"W	98.01
L2	S58° 56' 49"W	7.00
L3	N31° 03' 35"W	17.00
L4	N58° 56' 49"E	7.00
L5	S31° 03' 35"E	17.00

AREA = 119 S.F. (0.0027 AC.)

= UTILITY EASEMENT

**SPI**  
 SCHAUMBURG & POLK, INC.  
 3201 N. Central Expressway  
 Suite 205  
 Midland, Texas 79701  
 (872) 884-8800 (tel)  
 (872) 884-8820 (fax)  
 TRAPUS Firm No. 10082800

**CITY OF ENNIS**  
 UNDERGROUND REFUSE  
 SYSTEM EASEMENT  
 D. ROSE SURVEY, ABST. NO. 906  
 EXHIBIT "A"



- NOTES:
1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, N.A.D. 83 (1983 ADJ.), NORTH CENTRAL ZONE, 4202.
  2. THE EASEMENT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST.
  3. ALL OWNERSHIP AND RECORDING INFORMATION IS DERIVED FROM THE ELLIS COUNTY CENTRAL APPRAISAL DISTRICT WEBSITE.
  4. SEE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HEREON.

PAGE 2 OF 2

STATE OF TEXAS COUNTY OF ELLIS  
 I hereby certify this instrument was filed on the date and time stamped hereon and was duly recorded in the records of Ellis County, Texas as stamped hereon.  
 COUNTY CLERK, ELLIS COUNTY, TEXAS



*Hughes Valley*

FILED FOR RECORD - ELLIS COUNTY, TEXAS  
 INST NO. 2327844 on September 18, 2023 at 2:49 PM