


City of Fayetteville Staff Review Form

2015-0291

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

John J. Roscoe 

6/19/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to: 1) Authorize a Contract for construction of the Terminal Apron Rehabilitation project with Tri Star Contractors LLC, in the amount of \$252,500; 2) Authorize Change Order No. 1 to the Contract with Tri Star Contractors, LLC, to increase certain quantities of concrete repair, in the amount of \$197,500; 3) Authorize a 5% project budget contingency in the amount of \$26,150; and, 4) Accept a 90/10 grant from the Arkansas Department of Aeronautics (ADA) in the amount of \$470,700. 5) Approve a Budget Adjustment.

Budget Impact:

| | | | | | | | | | | | | | | | | | | | |
|---|---------------------------------------|----|-------------------------------|-----|------------------------------------|-----|--|-----------------------|--------------|------------------------|--------------|------------------------|------|------------------|---------------|--------------------------|---------------|-------------------------|------|
| 5550.3960.5314.00 | Airport | | | | | | | | | | | | | | | | | | |
| Account Number | Fund | | | | | | | | | | | | | | | | | | |
| 14014 2 | Airport Terminal Apron Rehabilitation | | | | | | | | | | | | | | | | | | |
| Project Number | Project Title | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="border-bottom: 1px solid black; text-align: center;">No</td> </tr> <tr> <td>Does item have a cost?</td> <td style="border-bottom: 1px solid black; text-align: center;">Yes</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="border-bottom: 1px solid black; text-align: center;">Yes</td> </tr> </table> | Budgeted Item? | No | Does item have a cost? | Yes | Budget Adjustment Attached? | Yes | <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="text-align: right;">\$ 85,963.50</td> </tr> <tr> <td>Funds Obligated</td> <td style="text-align: right;">\$ 85,963.50</td> </tr> <tr> <td>Current Balance</td> <td style="border: 1px solid black; text-align: right;">\$ -</td> </tr> <tr> <td>Item Cost</td> <td style="text-align: right;">\$ 476,150.00</td> </tr> <tr> <td>Budget Adjustment</td> <td style="text-align: right;">\$ 476,150.00</td> </tr> <tr> <td>Remaining Budget</td> <td style="border: 1px solid black; text-align: right;">\$ -</td> </tr> </table> | Current Budget | \$ 85,963.50 | Funds Obligated | \$ 85,963.50 | Current Balance | \$ - | Item Cost | \$ 476,150.00 | Budget Adjustment | \$ 476,150.00 | Remaining Budget | \$ - |
| Budgeted Item? | No | | | | | | | | | | | | | | | | | | |
| Does item have a cost? | Yes | | | | | | | | | | | | | | | | | | |
| Budget Adjustment Attached? | Yes | | | | | | | | | | | | | | | | | | |
| Current Budget | \$ 85,963.50 | | | | | | | | | | | | | | | | | | |
| Funds Obligated | \$ 85,963.50 | | | | | | | | | | | | | | | | | | |
| Current Balance | \$ - | | | | | | | | | | | | | | | | | | |
| Item Cost | \$ 476,150.00 | | | | | | | | | | | | | | | | | | |
| Budget Adjustment | \$ 476,150.00 | | | | | | | | | | | | | | | | | | |
| Remaining Budget | \$ - | | | | | | | | | | | | | | | | | | |

Previous Ordinance or Resolution # 98-15, 99-15

V20140710

Original Contract Number: _____

Approval Date: _____

Comments: Remaining Budget is the 5% project budget contingency

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director 

DATE: 6/19/15

SUBJECT: **Contract w/Tri Star Contractors, LLC, Change Order No. 1 & Acceptance of a Grant from the AR Department of Aeronautics. Legistar Item # 2015-0291**

RECOMMENDATION:

Staff requests approval of a Resolution to: 1) Authorize a Contract for construction of the Terminal Apron Rehabilitation project with Tri Star Contractors LLC, in the amount of \$252,500; 2) Authorize Change Order No. 1 to the Contract with Tri Star Contractors, LLC, to increase certain quantities of concrete repair, in the amount of \$197,500; 3) Authorize a 5% project budget contingency in the amount of \$26,150; and, 4) Accept a 90/10 grant from the Arkansas Department of Aeronautics (ADA) in the amount of \$470,700. 5) Approve a Budget Adjustment.

BACKGROUND:

Resolution 98-15, 5/5/15, authorized Garver Engineers to proceed with final design and bidding of the Terminal Apron Rehabilitation project. Bids for construction were received by the City on 5/27/15. Two bids were received from local contractors with Tri Star Contractors LLC submitting the lowest bid.

Resolution 99-15, 5/5/15, authorized the airport to apply for a grant from the ADA for 90% of the project cost up to \$500,000. The Airport Fund will provide the remaining 10% of the project cost.

DISCUSSION:

Bids were opened on Bid No. 15-35, 5/27/15, 3:00 pm. Two bids were received. Tri Star Contractors LLC submitted the low bid, \$252,500; a low price compared to the Engineer's original estimate of \$477,000. Airport project managers requested a Change Order from Tri Star that increases the contract quantities for full replacement of some concrete panels as opposed to repairing corners and surface spalling on those existing panels as originally planned. The lower than expected bid and change order provides an opportunity to increase the scope and quality of the repairs to the aircraft parking pavement while remaining well within the planned project budget.

Because this is rehabilitation work to concrete pavement installed over 30 years ago, it is reasonable to expect that there could be a condition not anticipated. Thus, a 5% contingency is

requested in order facilitate a quick resolution to such a discovery during the course of the work. However, the contingency amount is not grant-eligible, and therefore, any costs over and above the grant award approved by ADA will be borne by the airport fund.

The grant funding requested from ADA represents airport revenue in the amount of \$470,700; 90% of the final project cost. The Airport will match the state grant with the remaining 10% of the project cost. The result is \$523,000 value in airport improvements for an effective cost to the Airport of \$52,300.

BUDGET/STAFF IMPACT:

The Airport will expend a portion of its fund balance reserve, \$52,300, in order to match 10% of the total project cost to the State's 90% grant, plus any additional Change Orders up to 5% of the approved project budget or \$26,150.

Attachments:

SRF, SRM,

Bid Tab

Construction Contract – Tri Star Contractors LLC

Change Order No. 1

Grant Application - AR Department of Aeronautics

Budget Adjustment

Purchase Request

CITY OF FAYETTEVILLE
 Bid 15-35 - FYV TERMINAL APRON REHABILITATION
 BID TABULATION
 BID OPENING: May 27, 2015; 3:00PM

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | ENGINEER'S ESTIMATE | | Tri Star Contractors, LLC | | Benchmark Construction of NWA, Inc. | |
|----------|-------------|--|------|--------------------|---------------------|---------------------|---------------------------|---------------------|-------------------------------------|---------------------|
| | | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | SS-120-3.1 | Site Preparation | LS | 1 | \$48,600.00 | \$48,600.00 | \$22,000.00 | \$22,000.00 | \$14,820.00 | \$14,820.00 |
| 2 | SS-230-5.1 | Concrete Pavement Removal | SY | 800 | \$30.00 | \$24,000.00 | \$36.00 | \$28,800.00 | \$64.54 | \$51,632.00 |
| 3 | SS-230-5.2 | Undercut Excavation | CY | 100 | \$20.00 | \$2,000.00 | \$25.00 | \$2,500.00 | \$82.90 | \$8,290.00 |
| 4 | SS-230-5.3 | Spall Repair | SF | 3,000 | \$100.00 | \$300,000.00 | \$18.00 | \$54,000.00 | \$17.63 | \$52,890.00 |
| 5 | SS-230-5.4a | 6" Portland Cement Concrete Pavement with Reinforcement | SY | 200 | \$60.00 | \$12,000.00 | \$102.00 | \$20,400.00 | \$81.75 | \$16,350.00 |
| 6 | SS-230-5.4b | 11" Portland Cement Concrete Pavement with Reinforcement | SY | 600 | \$80.00 | \$48,000.00 | \$121.00 | \$72,600.00 | \$114.58 | \$68,748.00 |
| 7 | SS-231-5.1 | Concrete Crack and Joint Repair | LF | 550 | \$4.00 | \$2,200.00 | \$40.00 | \$22,000.00 | \$12.98 | \$7,139.00 |
| 8 | P-620-5.1a | Runway and Taxiway Painting (Yellow) | SF | 3,100 | \$3.00 | \$9,300.00 | \$1.00 | \$3,100.00 | \$1.34 | \$4,154.00 |
| 9 | P-620-5.1b | Runway and Taxiway Painting (Black) | SF | 4,700 | \$3.00 | \$14,100.00 | \$1.00 | \$4,700.00 | \$1.27 | \$5,969.00 |
| 10 | P-620-5.2 | Pavement Marking Removal | SF | 5,600 | \$3.00 | \$16,800.00 | \$4.00 | \$22,400.00 | \$5.34 | \$29,904.00 |
| TOTALS | | | | | | <u>\$477,000.00</u> | | <u>\$252,500.00</u> | | <u>\$259,896.00</u> |





2049 E. Joyce Blvd.
 Suite 400
 Fayetteville, AR 72703
 TEL 479.527.9100
 FAX 479.527.9101
 www.GarverUSA.com



Construction Contract Change Order

| | |
|---|--|
| Project: FYV Terminal Apron Rehab Drake Field - Fayetteville, AR Garver Job No. 1504-1211 City of Fayetteville Bid No. 15-35 | Change Order No. 1 Ordinance/Resolution Effective Date: Date Prepared: June 12, 2015 Prepared by: Ben Perea, Garver |
|---|--|

| | |
|--|--|
| Owner: City of Fayetteville 125 West Mountain St. Fayetteville, AR 72701 | Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd. Siloam Springs, AR 72761 |
|--|--|

Description of Work Included in Contract
 Rehabilitation of concrete terminal apron including spall repair, removal and replacement of full panels, and joint and crack repair.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Adjustment in as-bid quantities to maximize available project grant funds.

Attachments:

| Contract Changes | Bid Item No. | Bid Item Description | Unit of Measure | Original Contract Quantity | Contract Unit Price | Revised Contract Quantity | Revised Unit Price | Original Contract Cost | Revised Contract Cost |
|---------------------------------------|--------------|--|-----------------|----------------------------|---------------------|---------------------------|--------------------|------------------------|-----------------------|
| A. | SS-230-5.1 | Concrete Pavement Removal | SY | 800 | \$36.00 | 1,900 | \$36.00 | \$28,800.00 | \$68,400.00 |
| A. | SS-230-5.2 | Undercut Excavation | CY | 100 | \$25.00 | 272 | \$25.00 | \$2,500.00 | \$6,800.00 |
| A. | SS-230-5.3 | Spall Repair | SF | 3,000 | \$18.00 | 3,750 | \$18.00 | \$54,000.00 | \$67,500.00 |
| A. | SS-230-5.4a | 6" Portland Cement Concrete Pavement with Reinforcement | SY | 200 | \$102.00 | 400 | \$102.00 | \$20,400.00 | \$40,800.00 |
| A. | SS-230-5.4b | 11" Portland Cement Concrete Pavement with Reinforcement | SY | 600 | \$121.00 | 1,500 | \$121.00 | \$72,600.00 | \$181,500.00 |
| A. | SS-231-5.1 | Concrete Crack and Joint Repair | LF | 550 | \$40.00 | 680 | \$40.00 | \$22,000.00 | \$27,200.00 |
| A. | P-620-5.2 | Pavement Marking Removal | SF | 5,600 | \$4.00 | 7,000 | \$4.00 | \$22,400.00 | \$28,000.00 |
| Summation of Cost | | | | | | | | \$222,700.00 | \$420,200.00 |
| Net Cost for this Change Order | | | | | | | | \$197,500.00 | |

| | |
|---|--|
| Estimated Project Cost | Time Change |
| Estimated Project Cost | Original Contract Start Date |
| Original As-Bid Contract Amount \$252,500.00 | Original Contract Time (calendar days) 60 |
| This Change Order \$197,500.00 | Additional Calendar Days granted by this Change Order 0 |
| New Contract Amount \$450,000.00 | New Contract Time (calendar days) 60 |
| | Suspended Time |
| | New Construction Completion Date |

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver

| | | |
|-------------------------------|----------------|---------------|
| _____ Engineer's Signature | _____ Title | _____ Date |
|-------------------------------|----------------|---------------|

ACCEPTED BY CONTRACTOR

| | | |
|---------------------------------|----------------|---------------|
| _____ Contractor's Signature | _____ Title | _____ Date |
|---------------------------------|----------------|---------------|

APPROVED BY CITY OF FAYETTEVILLE

| | | |
|----------------------------|----------------|---------------|
| _____ Owner's Signature | _____ Title | _____ Date |
|----------------------------|----------------|---------------|



STATE OF ARKANSAS DEPARTMENT OF AERONAUTICS

2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820



ASA HUTCHINSON
GOVERNOR

June 19, 2015

JERRY CHISM
DIRECTOR

COMMISSIONERS

Marion Burton
Little Rock

Dr. Gene Jines
Little Rock

William "Bill" McKenzie
Bentonville

Dr. William Morgan
Paragould

Wiley Blansett
Searcy

David Glover
Tillar

Clark W. Mason
Little Rock

Mr. Johnny Roscoe
Aviation Director
Fayetteville - Drake Field
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mr. Roscoe:

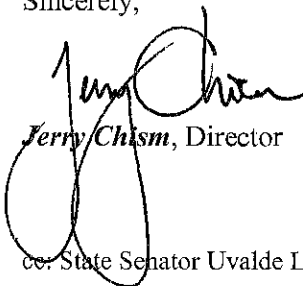
During the June 17, 2015 meeting of the Arkansas Aeronautics Commission, a **90-10% Pavement Grant Request** was approved for Fayetteville's Drake Field. The request approved provides funding in the amount of **\$470,700.00** for Terminal Apron repair and reconstruction.

This grant has been assigned as Grant #3442-15 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. *The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.*

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. *This project should be started immediately and completed within one year.* Please notify us if circumstances beyond your control prevent completion within the allotted time, otherwise, the grant may be canceled.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Department's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,



Jerry Chism
Jerry Chism, Director

cc: State Senator Uvalde Lindsey; State Representative Charlie Collins

JC:kg



May 29, 2015

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
Terminal Apron Rehabilitation
Application for Airport Aid

Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Fayetteville – Drake Field continues to prosper. Your recent assistance has allowed us to perform a pavement rehabilitation of airfield pavement, improvements to the runway safety area, and the construction of a GA apron expansion.

Enclosed is a grant request for our Terminal Apron Rehabilitation project. The project includes rehabilitation of the concrete terminal apron including spall repair, full concrete panel removal and replacement, crack routing and sealing, and pavement marking.

You will note from the bid tabulation and negotiated as-bid project budget that additional quantities for full panel replacement and spall repair were included in the project budget after bids were received. The additional slabs included in the negotiated as-bid budget will provide our airport with a better long term solution for the severely spalled panels and will allow us to address additional areas requiring spall repair that were not included in the original bid quantities. By addressing a larger area of distressed pavement we will significantly reduce the areas of severe FOD potential that are currently present on our terminal apron.

We respectfully request your consideration of this grant for the amount of \$470,700. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

Please call me or Adam White with Garver if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Roscoe", with a long horizontal line extending to the right.

Johnny Roscoe
Aviation Director
Fayetteville – Drake Field

Attachments: ADA Grant Application
Negotiated As-Bid Project Budget
Bid Tab
Project Layout Plan

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: May 29, 2015

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Person to Contact about project:

Johnny Roscoe, Aviation Director
City of Fayetteville
Aviation Director, Fayetteville – Drake Field

Phone Number: 479-718-7642

Cell Number: _____

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

Contact Person: Adam White

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: The project includes the rehabilitation of the concrete pavement on the terminal apron. Rehabilitation includes spall repair, full panel removal, full panel replacement, crack cleaning, routing, and sealing, pavement marking and other associated work.

State and Local Project Costs:

Please indicate:

- 50-50% Match
- 80-20% Match
- 90-10% Match
- 100%

Total Cost of Project \$523,000.00

Local Share/Funds \$52,300.00

Local Share/In-Kind _____

State Share \$470,700.00

Federal AIP Projects:

AIP Number: _____

95-5% Match

90-10% Match

Total Cost of Project: _____

Federal Share: _____

State Share: _____

Local Share: _____

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (90%) City of Fayetteville (10%)

Source of In-Kind Services: N/A

Estimated starting date of project: August 1, 2015

Estimated completion date of project: October 1, 2015

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Uvalde Lindsey

State Representative: Charlie Collins

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). Payment of grant funds are contingent upon the Department's annual appropriation.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this 29 day of May, 2015.

Lioneld Jordan
Mayor of Sponsor

Authorized Signature

Mayor
Title

CITY OF FAYETTEVILLE
Bid 15-35 - FYV TERMINAL APRON REHABILITATION
NEGOTIATED AS-BID BUDGET

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|----------|-------------|--|------|--------------------|-------------|-----------------|
| 1 | SS-120-3.1 | Site Preparation | LS | 1 | \$22,000.00 | \$22,000.00 |
| 2 | SS-230-5.1 | Concrete Pavement Removal | SY | 1,900 | \$36.00 | \$68,400.00 |
| 3 | SS-230-5.2 | Undercut Excavation | CY | 272 | \$25.00 | \$6,800.00 |
| 4 | SS-230-5.3 | Spall Repair | SF | 3,750 | \$18.00 | \$67,500.00 |
| 5 | SS-230-5.4a | 6" Portland Cement Concrete Pavement with Reinforcement | SY | 400 | \$102.00 | \$40,800.00 |
| 6 | SS-230-5.4b | 11" Portland Cement Concrete Pavement with Reinforcement | SY | 1,500 | \$121.00 | \$181,500.00 |
| 7 | SS-231-5.1 | Concrete Crack and Joint Repair | LF | 680 | \$40.00 | \$27,200.00 |
| 8 | P-620-5.1a | Runway and Taxiway Painting (Yellow) | SF | 3,100 | \$1.00 | \$3,100.00 |
| 9 | P-620-5.1b | Runway and Taxiway Painting (Black) | SF | 4,700 | \$1.00 | \$4,700.00 |
| 10 | P-620-5.2 | Pavement Marking Removal | SF | 7,000 | \$4.00 | \$28,000.00 |

Total As-Bid Construction Cost \$450,000.00

ARCHITECTURAL ENGINEERING BASIC FEES

| | |
|---|--------------------|
| BID PACKAGE DEVELOPMENT | \$24,000.00 |
| BIDDING SERVICES | \$6,000.00 |
| TOTAL ARCHITECTURAL ENGINEERING FEES | \$30,000.00 |

PROJECT INSPECTION FEES

| | |
|--|--------------------|
| CONSTRUCTION PHASE SERVICES (Estimated) | \$37,000.00 |
| CONSTRUCTION MATERIALS TESTING (Estimated) | \$3,000.00 |
| CLOSEOUT SERVICES | \$3,000.00 |
| TOTAL PROJECT INSPECTION FEES | \$43,000.00 |

TOTAL ENGINEERING AND OTHER SERVICES \$73,000.00

TOTAL ESTIMATED PROJECT COST \$523,000.00

PROJECT FUNDING (ADA 90/10 GRANT)

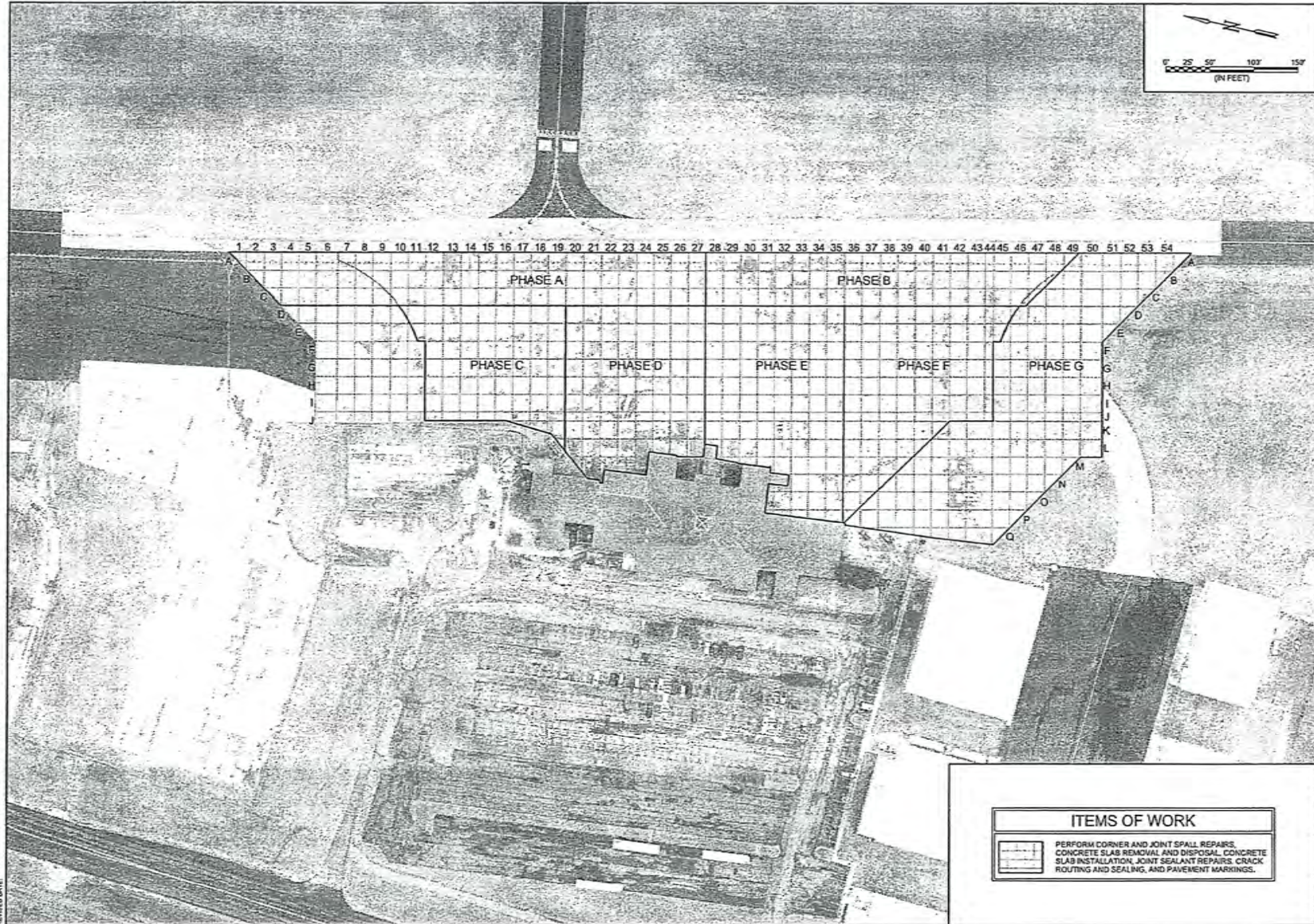
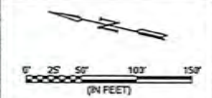
| | |
|----------------------------|---------------------|
| ADA (90%; \$500,000 Max) | \$470,700.00 |
| CITY OF FAYETTEVILLE (10%) | \$52,300.00 |
| TOTAL FUNDING | \$523,000.00 |



CITY OF FAYETTEVILLE
 Bid 15-35 - FYV TERMINAL APRON REHABILITATION
 BID TABULATION
 BID OPENING: May 27, 2015; 3:00PM

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| 9 | P-620-5.1b | Runway and Taxiway Painting (Black) | SF | 4,700 | \$3.00 | \$14,100.00 | \$1.00 | \$4,700.00 | \$1.27 | \$5,969.00 |
| 10 | P-620-5.2 | Pavement Marking Removal | SF | 5,600 | \$3.00 | \$16,800.00 | \$4.00 | \$22,400.00 | \$5.34 | \$29,904.00 |
| TOTALS | | | | | | <u>\$477,000.00</u> | | <u>\$252,500.00</u> | | <u>\$259,896.00</u> |





| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |
| | | |
| | | |

FAYETTEVILLE - DRAKE FIELD
 FAYETTEVILLE, ARKANSAS
 FVY TERMINAL APRON REHABILITATION

PROJECT LAYOUT PLAN

JOB NO.: 15041213
 DATE: MAY, 2015
 DESIGNED BY: BMP
 DRAWN BY: JSH
 DRAWING NUMBER
G-102
 SHEET NUMBER **2**

ITEMS OF WORK

PERFORM CORNER AND JOINT SPALL REPAIRS, CONCRETE SLAB REMOVAL AND DISPOSAL, CONCRETE SLAB INSTALLATION, JOINT SEALANT REPAIRS, CRACK ROUTING AND SEALING, AND PAVEMENT MARKINGS.

07/01/15 8:47:57 AM
 WORKSPACE: 07/01/15 07:12
 DRAWING: FVY Terminal Apron Rehabilitation.dwg
 PLOT DATE: 07/01/15 07:12
 PLOT SCALE: 1:1
 PLOT SHEETS: 2
 PLOT RANGE: 1-2
 PLOT SHEET: 2

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.05 FORMS TO BE SUBMITTED:

- A. The following forms shall be completed and submitted with the Bid:
 - 1. DOCUMENT 00400 BID FORM
 - 2. Bid Security as bank cashier's check, or Bid Bond (DOCUMENT 00410)
 - 3. DOCUMENT 00430, LIST OF SUBCONTRACTORS
 - 4. STATEMENT OF DISCLOSURE

3.06 BID SECURITY:

- A. Each Bid shall be accompanied by Bid security, payable to Owner, of the amount stipulated in the Invitation to Bid.
- B. The required security shall be in the form of a bank cashier's check or a Bid Bond on the form prescribed by the AIA, Document A310, or on similar form attached. Any cashier's check submitted shall be from a financial institution in the State of Arkansas
- C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.
- D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award, and Bid security of that Bidder will be forfeited to Owner.
- E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 10 days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 91st day after the Bid opening. Bid security of other Bidders will be returned within 10 days of the bid opening.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.07 SUBMISSION OF BID:

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
 - 1. Project name.
 - 2. Bid number.
 - 3. Name and address of Bidder.
 - 4. Contractor's license number (Not required for Federal Aid Projects).
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

3.08 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
- B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at his sole discretion, release any Bid and return the Bid security at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER's RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 **EVALUATION OF BIDS:**

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Alternates, Unit Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates in numerical order.
- B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.
- F. Within 10 days after the Bids are opened, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

5.03 **NOTICE OF AWARD:**

- A. After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the Successful Bidder of acceptance of his Bid (indicating which, if any, Alternate Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement leaving the dates blank, insert the properly executed Bonds, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.
- 6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement and insert the Date of Contract in the Agreement, Bonds, and power of attorney documents. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF DOCUMENT 00200

DOCUMENT 00300 – DISCLOSURE STATEMENT

**City of Fayetteville
Bid 15-35, Construction of FYV Terminal Apron Rehabilitation
Statement of Disclosure (please submit with Bid)**

ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

Bidder must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- 1.) NO KNOWN RELATIONSHIP EXISTS
 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Anthony N F Goedereis II
Printed Name

Anthony N F Goedereis II
Signed

DOCUMENT 00550 - NOTICE TO PROCEED: (continued)

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DOCUMENT 00400 –BID FORM

Contract Name: FYV Terminal Apron Rehabilitation

Bid Number 15-35

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Tri Star Contractors, LLC
1910 Waukesha Rd.
Siloam Springs, AR.
72761

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| <u>Number</u> | <u>Date</u> |
|---------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 – BID FORM (continued)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from

DOCUMENT 00400 – BID FORM (continued)

bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| ITEM NO. | SPEC. REFERENCE | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|----------|-----------------|--|------|--------------------|-----------------------|-----------------------|
| 1 | SS-120-3.1 | Site Preparation | LS | 1 | 22,000. ⁰⁰ | 22,000. ⁰⁰ |
| 2 | SS-230-5.1 | Concrete Pavement Removal | SY | 800 | 36. ⁰⁰ | 28,800. ⁰⁰ |
| 3 | SS-230-5.2 | Undercut Excavation | CY | 100 | 25. ⁰⁰ | 2,500. ⁰⁰ |
| 4 | SS-230-5.3 | Spall Repair | SF | 3,000 | 18. ⁰⁰ | 54,000. ⁰⁰ |
| 5 | SS-230-5.4a | 6" Portland Cement Concrete Pavement with Reinforcement | SY | 200 | 102. ⁰⁰ | 20,400. ⁰⁰ |
| 6 | SS-230-5.4b | 11" Portland Cement Concrete Pavement with Reinforcement | SY | 600 | 121. ⁰⁰ | 72,600. ⁰⁰ |
| 7 | SS-231-5.1 | Concrete Crack and Joint Repair | LF | 550 | 40. ⁰⁰ | 22,000. ⁰⁰ |
| 8 | P-620-5.1a | Runway and Taxiway Painting (Yellow) | SF | 3,100 | 1. ⁰⁰ | 3,100. ⁰⁰ |
| 9 | P-620-5.1b | Runway and Taxiway Painting (Black) | SF | 4,700 | 1. ⁰⁰ | 4,700. ⁰⁰ |
| 10 | P-620-5.2 | Pavement Marking Removal | SF | 5,600 | 4. ⁰⁰ | 22,400. ⁰⁰ |

TOTAL AMOUNT BID \$ 252,500.⁰⁰

DOCUMENT 00400 -BID FORM (continued)

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of a bank cashier's check or a Bid Bond and in the amount of See attached bid bond Dollars (\$ _____).
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Tri Star Contractors, LLC
P.O. Box 219
Siloam Springs, AR. 72761
Phone No. 479-238-1088
FAX No. 479-238-0030

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on May 27, 2015.

Arkansas State Contractor License No. 0186220316.

DOCUMENT 00400 –BID FORM (continued)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 - BID FORM (continued)

A Corporation or LLC

Corporation Name: Tri Star Contractors, LLC (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

LLC

By: Anthony N F Goedereis II

(Signature - attach evidence of authority to sign)

Name (type or printed): Anthony N F Goedereis II

Title: President

(CORPORATE SEAL)

Attest: Jareen Hoedring

(Signature of Corporate Secretary)

Business address: 1910 Waukesha Rd.

Siloam Springs, AR 72761

Phone No.: 479.238.1088 FAX No.: 479.238.0030

END OF DOCUMENT 00400

DOCUMENT 00400 – BID FORM (continued)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tri-Star Contractors, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Fayetteville, Arkansas as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for FYV Terminal Apron Rehabilitation.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 27th day of May, 2015.

Tri-Star Contractor, LLC
(Principal)

BY: Ambry N F C II

TITLE: President

SureTec Insurance Company

BY: Billy Eugene Bennett, Jr.
Billy Eugene Bennett, Jr., Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A Luttrell, Danny L Schneider, Marvin L Smith IV, Billy Eugene Bennett Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

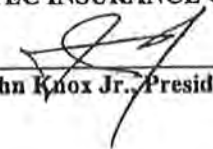
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

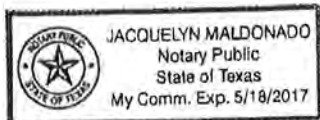
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

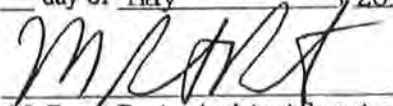
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of May, 2015, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 6:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Limitation on Bond Penalty Increase

Notwithstanding any provision in the bonds or subcontract to the contrary, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract; provided, however, that Obligee shall notify Surety if an individual change order increases the Subcontract Price by more than 10%, and, if at any point the aggregate amount of all change orders increases the Subcontract Price by more than 35% of the Subcontract Price, the Surety's consent shall be required to increase the penal sum of this Bond in excess of 35% of the Subcontract Price, such consent not to be unreasonably withheld. The failure to provide the required notice shall not release Surety from its obligations to the extent of the bond penalty in force prior the change that required such notice.

STATE OF ARKANSAS



Charlie Daniels
 SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Organization

of

TRI STAR CONTRACTORS, LLC

filed in this office

October 5, 2006

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 5th day of October 2006.



Charlie Daniels

Secretary of State

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

TRI STAR CONTRACTORS, LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:

Street Address: 133 SUNBRIDGE DRIVE

City: FAYETTEVILLE

State: AR

ZIP: 72703-

Third: The name of the registered agent and the physical business address of said agent shall be:

Name: KENNETH S. HIXSON

Street Address: 133 SUNBRIDGE DRIVE

City: FAYETTEVILLE

State: AR

ZIP: 72703-

Fourth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:

N/A

The Name of the person(s) authorized to execute this document:

Name 1: NICHOLAS GOEDEREIS, II

Name 2:

Name 3:

Signature of authorized manager, member or person forming this Company:

NICHOLAS GOEDEREIS, II

C

C

C



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DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: FYV TERMINAL APRON REHABILITATION

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between The City of Fayetteville, Arkansas and Tri Star Contractors, LLC.
(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Spall repair of approximately 3,000 square feet of concrete pavement, 800 square yards of concrete pavement removal, construction of 600 square yards of 11” Portland Cement Concrete, construction of 200 square yards of 6” Portland Cement Concrete, and the installation of 7,800 square feet of pavement markings at the Fayetteville – Drake Field Airport.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by GARVER who is here in after called Engineer. GARVER assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 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.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work will be Substantially Completed within **60** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **80** calendar days after the date when the Contract Times commence to run. At the Airport's discretion, contract time may be suspended to accommodate high volumes of aircraft traffic expected at the airport.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount

DOCUMENT 00500 – AGREEMENT (continued)

accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided 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

DOCUMENT 00500 – AGREEMENT (continued)

shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 95% of Work Completed (with the balance being retainage).
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid 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, performance, and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the

DOCUMENT 00500 – AGREEMENT (continued)

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

- 1. This Agreement.
- 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
- 3. Performance, Payment, and other Bonds.
- 4. General Conditions.
- 5. Supplementary Conditions.
- 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:
FYV Terminal Apron Rehabilitation
8. Addenda numbers one (1) to _____ (___), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

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

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his 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.

DOCUMENT 00500 – AGREEMENT (continued)

8.04 **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 The City of Fayetteville 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.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 **MATERIALMEN’S LIENS**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics’ or materialmen’s liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

OTHER PROVISIONS: Not Applicable.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____ CITY OF FAYETTEVILLE _____
Tri Star Contractors, LLC _____

By: Anthony NF Gueen II By: _____

Title: President Title: _____

(SEAL)

(SEAL)

Attest Jamun Gooderis
Address for giving notices

Attest _____
Address for giving notices

DOCUMENT 00500 – AGREEMENT (continued)

1910 Waukesha Rd.

Siloam Springs, AR 72761

License No. 0186220316

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

Jay Williams

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 00550 – NOTICE TO PROCEED

TO: _____ (Contractor)

Contract Name/Title: **FYV Terminal Apron Rehabilitation**

Contract No: _____

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____, 20_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of Substantial Completion and final completion ready for final payment are _____, 20_____ and _____, 20_____, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insured(s) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.

SECTION 00550 - NOTICE TO PROCEED: CONTINUED

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20_____.

OWNER

City of Fayetteville

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By _____

Title _____

Date _____, 20_____

Copy to Engineer
(Use Certified Mail,
Return Receipt Requested)

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

Bond # 4401215

KNOW ALL MEN BY THESE PRESENTS: that

Tri-Star Contractors, LLC

1910 Waukesha

Siloam Springs, AR 72761

as Principal, hereinafter called Contractor, and

SureTec Insurance Company

5741 Legacy Drive, #210

Lano, TX 75024

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of Two Hundred Fifty Two Thousand Five Hundred Dollars (\$ 252,500.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20___, entered into a contract with Owner for **FYV TERMINAL APRON REHABILITATION** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20__.

CONTRACTOR

(CORPORATE SEAL)

Tri-Star Contractor, LLC

By Anthony NF Goedereis II

Anthony NF Goedereis II

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

SureTec Insurance Company

Walker Brothers Insurance

By _____

ANG

By Billy Eugene Bennett, Jr.

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Billy Eugene Bennett, Jr.

Billy Eugene Bennett, Jr.

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

Bond # 4401215

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

Tri-Star Contractors, LLC

1910 Waukesha

Siloam Springs, AR 72761

as Principal, hereinafter called Contractor, and

SureTec Insurance Company

5741 Legacy Drive, #210

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Hundred Fifty Two Thousand Five Hundred no/100 Dollars (\$ 252,500.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20___, entered into a contract with Owner for **FYV TERMINAL APRON REHABILITATION** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20__.

CONTRACTOR

(CORPORATE SEAL)

Tri-Star Contractors, LLC

By Anthony NF C #

Anthony NF Goetzler's #

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

SureTec Insurance Company

Walker Brothers Insurance

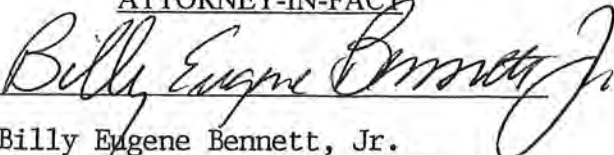
By _____

By Billy Eugene Berner Jr.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

ATTORNEY-IN-FACT

(CORPORATE SEAL)



Billy Eugene Bennett, Jr.

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00611

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A Luttrell, Danny L Schneider, Marvin L Smith IV, Billy Eugene Bennett Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

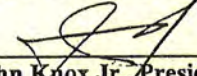
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

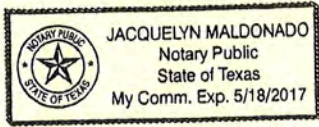
SURETEC INSURANCE COMPANY

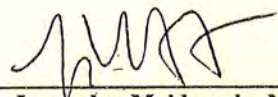
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

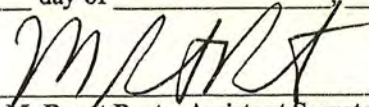
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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This document is based upon Engineers Joint Contract Documents Committee “Standard General Conditions of the Construction Contract,” with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

- A. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.
- B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.
- C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

- A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:
 - 1. “Addenda” - written or graphic changes or interpretations of the Contract Documents issued by Owner prior to the opening of Bids.
 - 2. “Agreement” - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 - 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 and 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 1% 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 formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
 - 6. “Bidder” - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.
 - 7. “Change Order” - a written document signed by Owner and Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
 - 8. “Contract Drawings” - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
 - 9. “Contract Price” - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. “Contract Times” - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendations of final payment.
11. “Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.
12. “Date of Contract”, “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.
13. “Engineer” or “Engineer-Architect” - Architect, engineer, or other licensed professional who is either employed or has contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.
14. “Engineer’s Consultant” - an individual or entity having a contract with Engineer to furnish services as Engineer’s independent professional associate or consultant with respect to the Project.
15. “Equipment” - a product with operational or nonoperational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
16. “Field Order” - a written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.
17. “General Requirements” - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
18. “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.
19. “Law” - law of the place of the Project which shall govern the performance hereunder.
20. “Laws and Regulations,” “Laws or Regulations” - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. “Lien” - charges, security interests, or encumbrances on Project funds, real property, or personal property.
22. “Materials” - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
23. “Notice of Award” - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
24. “Notice to Proceed” - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor’s obligation under the Contract Documents.
25. “Owner” - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation, with which the Contractor has entered into the Agreement and for whom the Work is to be provided.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

26. “Partial Utilization” - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.
27. “PCBs” - Polychlorinated biphenyls.
28. “Petroleum” - petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
29. “Program Manager” – NOT USED.
30. “Project” - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
31. “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.
32. “Radioactive Material” - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. “Resident Project Representative” - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.
34. “Reference Drawings” - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
35. “Samples” - physical examples of Equipment, Materials, 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.
36. “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.
37. “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.
38. “Specifications” - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
39. “Subcontractor” - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
40. “Submittals” - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

41. “Substantial Completion” - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
42. “Supplementary Conditions” – part of the Contract Documents which amends and/or supplements these General Conditions.
43. “Supplier” - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
44. “Underground Facilities” - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
45. “Unit Price Work” - Work to be paid on the basis of Unit Prices.
46. “Work” - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
47. “Work Change Directive” - a written directive 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 physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
48. “Written Amendment” - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
49. “Year 2000 Compliance” or “Year 2000 Compliant” – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

1.03 TERMINOLOGY:

- A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
1. The words “as indicated” refer to the Drawings and “as specified” refer to the remaining Contract Documents.
 2. The terms “responsible” or “responsibility” mean that the party to which the term applies shall assume all responsibilities thereto.
 3. The term “approve”, when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer’s responsibilities and duties or specified in these General Conditions. In no case will “approval” by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
 4. When applied to Equipment and Materials, the words “furnish”, “install”, and “provide” shall mean the following:
 - a. The word “provide” shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
 - b. The word “furnish” shall mean to secure, pay for, deliver to Site, unload and uncrate Equipment and Materials.
 - c. The word “install” shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
 - d. The phrase “furnish and install” shall be equivalent to the word “provide.”
 5. The word “day” shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS:

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 5.01.

2.02 COPIES OF DOCUMENTS:

- A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED:

- A. The Contract Times will commence to run 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 105th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2.04 **STARTING THE PROJECT:**

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

2.05 **BEFORE STARTING CONSTRUCTION:**

- A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Engineer for review.
- C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 **PRECONSTRUCTION CONFERENCE:**

- A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 **FINALIZING SCHEDULES:**

- A. A schedule shall be finalized in accordance with the Specifications. The finalized construction progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 **INTENT:**

- A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

- 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 Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.
1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
 2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
 3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 9.04.
- C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

3.02 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 in one or more of the following ways:
 - 1. A formal Written Amendment.
 - 2. A Change Order (pursuant to Paragraph 10.01D).
- B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.
- C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
 - 1. A Field Order (pursuant to Paragraph 9.05).
 - 2. Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

- A. All Contract Documents and copies thereof furnished by Engineer shall be the property of the Owner.
- B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall 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; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

- A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.
- B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.
- 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.
- D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

- A. Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

- B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.
- C. If Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - 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 or by others. Unless it is otherwise expressly provided:
 - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
- B. **Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4.04 REFERENCE POINTS:

- A. Engineer will 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 (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. Contractor shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.
- B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. He shall furnish Engineer with one copy each of all field notes of such surveys.

4.05 ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE, OR RADIOACTIVE MATERIAL:

- A. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.
- B. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.13), and (ii) notify Owner and Engineer (and 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 hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
- C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- D. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) 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, and (ii) nothing in this subparagraph 4.05D shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE 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 Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.
- B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- D. Date of Bonds shall be the same as the Effective Date of the Agreement.
- E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.
 - 1. 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 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

5.02 **INSURANCE:**

- A. Contractor's Liability Insurance:
 - 1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and 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:
 - a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
 - d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
 - e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
 - f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - g. 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.
 - 2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.
 - a. Umbrella General Liability \$5,000,000
 - b. Workers' compensation Statutory (State and Federal Limits)

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

| | |
|---|-------------------------|
| Employer’s Liability | \$500,000 each accident |
| c. Commercial General Liability | |
| (1) General Aggregate | \$2,000,000 |
| (2) Products-Completed Operations Aggregate | \$2,000,000 |
| (3) Personal & Advertising Injury Limit | \$1,000,000 |
| (4) Each Occurrence Limit | \$1,000,000 |
| (5) Fire Damage Limit | \$ 100,000 |
| (6) Medical Expense Limit | \$ 5,000 |
| d. Business Automobile Liability | |
| (1) Any one loss or accident | \$1,000,000 |

- B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Engineer, and Engineer’s Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other 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 specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
 3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
 4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
 5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days’ prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
 6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
 7. 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;
 8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment and Contractor shall furnish Owner and each other specified additional insured 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;
 9. include Independent Contractors Protective Liability coverage; and

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5, 000.
11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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 required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer’s Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer’s Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5, 000.

C. Owner’s Protective Liability Insurance:

1. Contractor shall be responsible for purchasing and maintaining Owner’s Protective Liability insurance with Owner, and Engineer as named insureds.
2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner and Engineer against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
3. This insurance may be provided by endorsement to Contractor’s Commercial General Liability insurance policy.

D. Property Insurance:

1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
 - a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer’s Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
 - b. be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

and Materials, 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, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;

- c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);
 - d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
 - e. allow for partial utilization of the Work by Owner;
 - f. include testing and startup;
 - g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
 - h. have a deductible amount of \$ 10,000.
2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
 3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.
 4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.

E. Transit Insurance:

1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
2. This insurance shall be written on an "All Risk" basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contract.
3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- F. Waiver of Rights:
1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer or Engineer's Consultants, Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor shall obtain the same.
 2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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 required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- G. Receipt and Application of Insurance Proceeds:
1. Any insured loss under the policies of insurance required by Paragraph 5.02D will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. 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 to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
 2. 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 is 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.

- H. Acceptance of Insurance:
 - 1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.
 - 2. 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 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 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.

- I. Partial Utilization, Acknowledgment of Property Insurer:
 - 1. 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 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D 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 cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

- A. Contractor shall supervise 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 and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

- 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. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Engineer's written consent.
- B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.
- D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.
- E. Domestic Product Procurement: Not Applicable.

6.03 ADJUSTING PROGRESS SCHEDULE:

- A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 SUBSTITUTES OR “OR-EQUAL” ITEMS:

A. Whenever an item of Equipment or Material 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 substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, 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 purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:

- a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, 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 Equipment or Material proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.04A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Engineer from anyone other than Contractor.
- c. The procedure for review by Engineer will be as set forth in Paragraph 6.04A.2.d, as may be supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall first make written application to Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also 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, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

- B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Engineer and as may be supplemented in the General Requirements.
- C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Engineer will record time required by Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of, Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

6.05 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

- A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

6.06 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. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 **PERMITS:**

- A. Unless otherwise provided in the Contract Documents, 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. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. Any fees for permits acquired by the City will be waived; however, the actual permit process itself is not waived

6.08 **LAWS AND REGULATIONS:**

- A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 **TAXES:**

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

6.10 **USE OF PREMISES:**

- A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses,

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

and expenses (including, but not limited to, fees 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 such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

- B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- C. 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.

6.11 RECORD DOCUMENTS:

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Engineer for Owner.
- B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

6.12 SAFETY AND PROTECTION:

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All employees on the Work and other persons and organizations who may be affected thereby;
 - 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 of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and 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 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- C. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 EMERGENCIES:

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

6.14 SUBMITTALS:

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and acceptance by Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information as required.
- B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- C. At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Engineer for review and approval of each such variation.

- D. Engineer will review Submittals with reasonable promptness, but Engineer’s review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
- E. Engineer’s review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Engineer’s attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.
- F. Where a Submittal is required by the Specifications, any related Work performed prior to Engineer’s review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

6.15 CONTINUING THE WORK:

- A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
 - 1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
 - 2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

- B. In any and all claims against Owner or Engineer or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.16A 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Engineer's Consultants, agents, or employees arising out of:
 - 1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.
 - 2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.
- D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

- A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.
- B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- C. If any part of Contractor’s Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor’s failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor’s Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 COORDINATION:

- A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER’S RESPONSIBILITIES

8.01 COMMUNICATIONS:

- A. Owner shall issue all communications to Contractor through Engineer.

8.02 CHANGE OF ENGINEER :

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 REQUIRED DATA:

- A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 LANDS AND EASEMENTS:

- A. Owner’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.04.

8.05 INSURANCE:

- A. Owner’s responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 CHANGE ORDERS:

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 INSPECTIONS AND TESTS:

- A. Owner’s responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

8.08 STOPPING THE WORK:

- A. In connection with Owner’s right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner’s right to terminate services of Contractor under certain circumstances.

8.09 LIMITATIONS ON OWNER’S RESPONSIBILITIES:

- A. 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.

ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION

9.01 OWNER’S REPRESENTATIVE:

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

9.02 VISITS TO SITE:

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 PROJECT REPRESENTATION:

- A. Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
 - 1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Engineer at his home office.
 - 2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.
 - 3. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
 - 4. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

9.04 CLARIFICATIONS AND INTERPRETATIONS:

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

9.05 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 consistent with the overall intent of 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.

9.06 REJECTING DEFECTIVE WORK:

- A. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.
- B. Resident Project Representative will have authority, subject to final decision of Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:

- A. In connection with Engineer's responsibility for Submittals, see Paragraph 6.14.
- B. In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 DETERMINATIONS FOR UNIT PRICES:

- 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 to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.
- B. Engineer's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

9.09 DECISIONS ON DISPUTES:

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Engineer and the other party within 60 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.
- B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Engineer will not show partiality to Owner or Contractor and Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 LIMITATIONS ON ENGINEER’S RESPONSIBILITIES:

- A. Neither Engineer’s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- B. Whenever in the Contract Documents the terms “as directed”, “as required”, “as allowed”, “as approved”, or terms of like effect or import are used, or the adjectives “reasonable”, “suitable”, “acceptable”, “proper”, or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.
- C. 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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 or furnish the Work in accordance with the Contract Documents.
- D. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
 - E. The presence or absence of Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Engineer, or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.
 - F. Review by Engineer 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 14.08A 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.
 - G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

- A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.
- C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.
- D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:
 - 1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
 3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 9.09A, 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 6.15.
- E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

- A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.
- C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).
 2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a.
 3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B).

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.02 COST OF THE WORK:

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.
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. 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all Equipment and Materials 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 all 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 the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a 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 shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
 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. Costs, 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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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, installation, dismantling, and removal thereof - all in accordance with 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, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; 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. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.
 - 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, expressage, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.
- B. The term Cost of the Work shall not include any of the following:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR'S FEE:

- A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor's Fee shall be 10% (negotiable with Owner);
 - b. For costs incurred under Paragraph 11.02A.3, the Contractor's Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
 - c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor.
 - d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
 - e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 10% of the 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 11.03A.2.a through 11.03A.2.d, inclusive.
- B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.04 CASH ALLOWANCES:

- A. Not applicable.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.05 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 established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.
- B. 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.
- C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

- A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.
- B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

- A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:
1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
 2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
 3. Strikes and other labor disputes.
 4. Delays caused by court proceedings.
 5. Change Orders.
 6. Neglect, delay, or default of any other contractor employed by Owner.
 7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Bid. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.
 8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.
 9. Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.
- C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.
- D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.
- E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

- A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.
- B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.
- C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Engineer with other Submittals. Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

- A. Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

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.
- 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 13.03C and 13.03D below;
 - 2. that costs incurred in connections with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; 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) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.
- D. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

- E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).
- F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering 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.
- G. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

- A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.
- B. Any defective Work may be disapproved or rejected by Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

13.05 UNCOVERING WORK:

- A. If any Work is covered contrary to the written request of Engineer, it shall, 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. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

13.06 OWNER MAY STOP THE WORK:

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop 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 or any other party.

13.07 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- A. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 TWO-YEAR WARRANTY AND CORRECTION PERIOD:

- A. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.09 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, also Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential 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 to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 OWNER MAY CORRECT DEFECTIVE WORK:

- A. If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.
- B. To the extent necessary to complete corrective and 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 Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.
- C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.
- D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

- A. The schedule of values established 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 APPLICATION FOR PROGRESS PAYMENT:

- A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Engineer for review an

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

- B. 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.
- C. If payment is requested on the basis of Equipment and Materials 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 Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

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 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

- A. Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), 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. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.
- B. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

recommended. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

- C. Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.
- D. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
 - 2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
 - 3. The Contract Price has been reduced by Written Amendment or Change Order
 - 4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
 - 5. Of Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
 - 6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.
 - 7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
 - 8. Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.
- E. Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.
- F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.
- G. Progress payments will be in the amount of 90% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments. When the amount retained by Owner becomes equal to 5% of the Contract Price, the remaining progress payments will be made in full, provided Contractor's performance is satisfactory in the opinions of Engineer and Owner.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

14.05 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. Within a reasonable time thereafter, 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 his reasons therefor. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will 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.
- C. 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 fourteen 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 fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- 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, maintenance, heat, utilities, insurance, and warranties.
- E. Unless Owner and Contractor agree otherwise in writing and so inform Engineer 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.
- F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 PARTIAL UTILIZATION:

- A. Use by Owner of any finished 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 useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.05 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.

2. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.
3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.02I in respect of property insurance.

14.07 FINAL INSPECTION:

- A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner, Engineer, 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 remedy such deficiencies.

14.08 FINAL APPLICATION FOR PAYMENT:

- A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.

- B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 **FINAL PAYMENT AND ACCEPTANCE:**

- A. 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 -- all 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 fourteen days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.
- B. 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 and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. 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.
- C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 **CONTRACTOR'S CONTINUING OBLIGATION:**

- A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:

- A. 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 14.07, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

14.12 **INTEREST:** NOT APPLICABLE.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 **OWNER MAY SUSPEND WORK:**

- A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 **OWNER MAY TERMINATE:**

- A. Upon the occurrence of any one or more of the following events:
 - 1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
 - 2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
 - 3. If Contractor makes a general assignment for the benefit of creditors;
 - 4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
 6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
 7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
 8. If Contractor disregards the authority of Engineer; or
 9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;
- B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- C. 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 to Contractor by Owner will not release Contractor from liability.
- D. Upon ten days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 **CONTRACTOR MAY STOP WORK OR TERMINATE:**

- A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

- A. Contractor's claims against Owner will be reviewed by Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
 - 1. Request additional supporting data from the claimant;
 - 2. Submit a schedule to Contractor indicating reasonable time within which Engineer expects to take action;
 - 3. Reject the Claim in whole or in part, stating reasons for rejection;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
 - 1. Request additional supporting data from Engineer;
 - 2. Submit a schedule to the Engineer indicating a reasonable time within which Contractor expects to take action;
 - 3. Deny the claim in whole or in part, stating reasons for denial;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.
- D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.
- E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.
- F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.
- G. Arbitration shall not be used in the settlement of disputes.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

17.02 COMPUTATION OF TIME:

- 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.
- B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

- A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Engineer thereunder, 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, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF DOCUMENT 00700

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS

ARTICLE 1 - LABOR RELATED REGULATIONS

1.01 SUPERSESSON.

- A. These Supplemental Conditions supersede any conflicting provisions of the Contract Documents.

1.02 ARKANSAS PREVAILING WAGE.

- A. The Arkansas Prevailing Wage Law does apply to this contract.
- B. A copy of the letter with the prevailing wage rates from the Arkansas Department of Labor is included in this section. Compliance with the provisions of this letter is required during prosecution of the project.

1.03 TRENCH AND EXCAVATION SAFETY

- A. Compliance with the provisions of 29 CFR Subpart P, OSHA Standard for Excavation and Trenches Safety System is not required during prosecution of the project.

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS (continued)

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

April 28, 2015

Ben Perea
Garver Engineers L.L.C.
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703

Re: FYV TERMINAL APRON REHAB
FAYETTEVILLE MINICIPAL AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Perea:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **14-548** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 4/28/2015

Determination #: 14-548

Expires: 10/28/2015

Project: FYV Terminal Apron Rehab

Site: Fayetteville Minicipal Airport

City: Fayetteville, Arkansas

Project County: Washington

Survey#: 714-AH05

COUNTY(S) Group
Washington 5

CLASSIFICATION

Basic Hourly Rate

Fringe Benefits

| | | |
|---|---------|--------|
| Bricklayer/Pointer, Cleaner, Caulker, Stone Mason | \$11.45 | \$1.92 |
| Carpenter | \$16.80 | \$1.95 |
| Concrete Finisher/Cement Mason | \$15.20 | \$0.45 |
| Electrician/Alarm Installer | \$21.30 | \$7.81 |
| Ironworker (Including Reinforcing Work) | \$16.30 | |
| Laborer | \$12.20 | \$0.60 |
| Pipelayer | \$11.80 | \$2.61 |
| Asphalt Paving Machine | \$11.45 | \$1.92 |
| Backhoe - Rubber Tired (1 yard or less) | \$15.75 | \$1.05 |
| Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less | \$14.90 | |
| Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards | \$14.90 | |
| Distributor | \$11.45 | \$1.92 |
| End Dump (Dump Truck) | \$13.85 | |
| Front End Loader, finish | \$13.70 | |
| Front End Loader, rough | \$14.35 | \$0.59 |
| Mechanic | \$14.70 | |
| Roller | \$11.45 | \$1.92 |
| Scraper | \$11.45 | \$1.92 |
| Motor Patrol | \$11.45 | \$1.92 |
| Bulldozer | \$14.60 | |
| Excavator/Trackhoe | \$14.85 | \$4.40 |
| Truck Driver (Excludes Dump Truck) | \$12.85 | |

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2014

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FYV TERMINAL APRON REHAB
FAYETTEVILLE MINICIPAL AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 14-548** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

| Business Name | Address | Phone# | Signature and Title of Business Official |
|---------------------------------------|----------------|---------------|---|
| General/Prime Contractor | | | |
| Electrical Subcontractor | | | |
| Mechanical Subcontractor | | | |
| Plumbing Subcontractor | | | |
| Roofing/ Sheet Metal Subcontractor | | | |

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section summarizes the Work covered in detail in the complete Contract Documents.
- B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.
 - 1. Contract Identification: FYV Terminal Apron Rehabilitation
 - 2. Location: Fayetteville, Arkansas.
- C. Engineer: The Contract Documents were prepared by GARVER. GARVER Fayetteville Office address and contact numbers are 2049 E. Joyce Blvd., Suite 400, Fayetteville, Arkansas, 72703, telephone 479-527-9100, fax 479-527-9101.

1.02 PROJECT DESCRIPTION:

Project includes but is not limited to spall repair of approximately 3,000 square feet of concrete pavement, 800 square yards of concrete pavement removal, construction of 600 square yards of 11" Portland Cement Concrete, construction of 200 square yards of 6" Portland Cement Concrete, and the installation of 7,800 square feet of pavement markings at the Fayetteville – Drake Field Airport.

1.03 WORK BY OTHERS:

- A. Work Under Other Contracts: None.
- B. Work by Owner: None.
- C. Other Activities: None.

1.04 CONTRACTOR'S USE OF PREMISES:

- A. Exclusive Use: During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER'S USE OF PREMISES:

- A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

SECTION 01110 – SUMMARY OF WORK (continued)

1.06 WORK SEQUENCE:

- A. General: Construction sequence shall be determined by Contractor subject to Owner’s need for continuous operation of existing facilities, and subject to the requirements as indicated or specified.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner’s operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

- A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the “Unit Price Schedule” in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.
- B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

- A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of the Project Manual, in addition to those used in execution of the Agreement.
- B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

- A. Contract Drawings:
 - 1. Each Sheet of the Contract Drawings bears the following general title:

FYV Terminal Apron Rehabilitation

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

None.

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Minor changes in the Work.
 - 2. Proposal request.
 - 3. Work Change Directive.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. Supplementary Conditions.

1.02 MINOR CHANGES IN THE WORK

- A. Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

- A. Owner-Initiated Proposal Requests:
 - 1. ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
 - a. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - b. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
 - 2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
 - 3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Engineer. Where major cost items are Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
 - a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate amounts for insurance and bonds.
 - d. Indicate amounts for Contractor's overhead and profit.
 - e. Include justification for any change in Contract Time.
 - f. Include credit for deletions from Contract, similarity documented.
 - g. Include an updated Contractor's Construction Schedule that indicates the

SECTION 01250- CONTRACT MODIFICATION PROCEDURES (continued)

effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

- (1) Use available total float before requesting an extension of the Contract Time.
- 4. On Owner's approval of a proposal request, Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.
 - a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

- A. Engineer may issue a Work Change Directive, signed by Owner and Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Contractor shall promptly execute the change.
 - 2. Work Change Directives shall be issued on Owner's standard form.
- B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.
 - 1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Engineer will issue Change Order CONDITIONS.
- D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

PART 2 - PRODUCTS NOT USED

PART 3 - PART 3 – EXECUTION NOT USED

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submission procedures.
 - 2. Changes of Contract Sum.
 - 3. Description of Unit Prices.
- B. Related Sections:
 - 1. DOCUMENT 00400– BID FORM.
 - 2. DOCUMENT 00500 –AGREEMENT.
 - 3. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

- A. Insert on DOCUMENT 00400 – BID FORM, Unit Prices for Work or materials listed in this Section.
 - 1. Such Unit Prices shall apply for additions and deletions.

1.03 CHANGES TO CONTRACT SUM

- A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, and including insurance, overhead, profit and supervision.
- B. The Unit Prices are listed on DOCUMENT 00400 – BID FORM, and will apply to the net change on any given change to the scope of Work.
- C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.
- D. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
 - 1. Engineer will verify measurements and quantities.
 - a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
 - 2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
 - 3. Payment will not be made for any of the following:
 - a. Products wasted or disposed of in a manner unacceptable to Engineer.
 - b. Products which Engineer determines as unacceptable before or after installation.
 - c. Product not completely unloaded from the transporting vehicle.
 - d. Products installed beyond the lines and levels of the required Work.
 - e. Products not installed after completion of Work.
 - f. Loading, hauling, and disposing of rejected Products.

SECTION 01270 – UNIT PRICES (continued)

1.04 **DESCRIPTION OF UNIT PRICES**

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Schedule of values.
 - 2. Applications for payment.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS.

1.02 APPLICATIONS FOR PAYMENT

- A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
 - 1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02.
- B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITIONS Article 14.
- C. Preparation of Applications:
 - 1. Present required information in typewritten form.
 - 2. Execute application by signature of authorized officer of Contractor's firm.
 - 3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
 - 4. Round off dollar values to nearest dollar.
 - 5. Complete every entry on form.
 - 6. Indicate each authorized Change Order as separate items on continuation sheet.
 - a. List by appropriate Change Order Number.
 - b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.
- D. Submittal Procedure:
 - 1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
 - 2. Submit 5 copies of each Application for Payment.
 - 3. Submit an updated Construction Progress Schedule with each Application for Payment.
 - 4. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Engineer for construction period covered by previous application for payment.
 - a. Submit on form acceptable to Owner.
 - 5. Substantiating data:
 - a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

SECTION 01290 – PAYMENT PROCEDURES (continued)

- b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
 - (1) Indicate application number and date.
 - (2) List each item in question by continuation sheet identification.
- 6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01290

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

- A. Project Meetings:
 - 1. Preconstruction conference.
 - 2. Progress meetings.
- B. Schedules and Reports:
 - 1. Comply with SECTION 01321 SCHEDULE.
- C. Related Work Specified Elsewhere:
 - 1. For Schedules: SECTION 01321.
 - 2. For Submittal Requirements: SECTION 01330.

1.02 PROJECT MEETINGS:

- A. Preconstruction Conference:
 - 1. Engineer will conduct a meeting within 20 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
 - 2. Preconstruction conference shall be attended by:
 - a. Contractor and his superintendent.
 - b. Engineer and Resident Project Representative if any.
 - c. Representative(s) of Owner.
 - d. At Engineer's option, representatives of principal Subcontractors and Suppliers.
 - 3. Meeting Agenda:
 - a. Construction schedules.
 - b. Critical Work sequencing.
 - c. Designation of responsible personnel.
 - d. Project coordination.
 - e. Procedures and Processing of:
 - (1) Field decisions.
 - (2) Substitutions.
 - (3) Submittals.
 - (4) Change Orders.
 - (5) Applications for Payment.
 - (6) Proposal Requests.
 - (7) Contract Closeout.
 - (8) Requests for Interpretation.
 - (9) Field Orders.
 - (10) Work Change Directives.
 - f. Procedures for testing.
 - g. Procedures for maintaining record documents.
 - h. Use of Premises:
 - (1) Office, work, and storage areas.
 - (2) Owner's requirements.
 - i. Construction facilities, controls, and construction aids.

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

- j. Temporary utilities.
- k. Safety and first-aid.
- l. Security.
- m. Requirements for start-up of equipment.
- n. Inspection and acceptance of equipment put into service during construction period.
- o. Distribution of Contract Documents
- 4. Location of Meeting: At or near the Project Site.
- 5. Reporting:
 - a. Within 7 working days after the meeting, Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall provide copies to Subcontractors and major Suppliers.
- B. Progress Meetings:
 - 1. Engineer shall schedule and conduct meetings as deemed necessary by the Owner. Representatives of the Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
 - 2. Location of Meetings: At or near Project Site.
 - 3. Reporting:
 - a. Within 7 working days after each meeting, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

- A. **Definitions:**
 - 1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
 - 2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.
- B. **Related Information Specified Elsewhere:** Specification standards and associations applicable to the Work are specified in each Section.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

- A. **Specification Format:** The Specifications are organized into two (2) major divisions of CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.
- B. **Specification Content:**
 - 1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. **Imperative and Streamlined Language:** These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting “shall,” “the Contractor shall,” and “shall be,” and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words “shall be” shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
 - b. **Specifying Methods:** The techniques or methods of specifying requirements varies throughout text, and may include “prescriptive,” “compliance with standards,” “performance,” “proprietary,” or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
 - c. **Overlapping and Conflicting Requirements:** Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Engineer for a decision as specified in GENERAL CONDITIONS.
 - d. **Abbreviations:** Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

- C. **Assignment of Specialists:** In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.
- D. **Trades:** Except as otherwise specified or indicated, the use of titles such as “carpentry” in Specification text, implies neither that the Work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as “carpenter”), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

1.03 DRAWING SYMBOLS:

- A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Engineer for clarification.

1.04 INDUSTRY STANDARDS:

- A. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.
 - 1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
 - 2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS.
 - 3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
 - 4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for a decision before proceeding.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

5. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.
 - B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01420

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section includes General Requirements for:
 - 1. Safety and protection of Work.
 - 2. Safety and protection of existing property.
 - 3. Barriers.
 - 4. Security.
 - 5. Environmental controls.
 - 6. Access roads and parking areas.
 - 7. Traffic control and use of roadways.
 - 8. Railroad service.
- B. Related Work Specified Elsewhere:
 - 1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

- A. General:
 - 1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
 - 2. Notify Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
 - 3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits, trenches, manholes, and ducts free of water.

3.02 BARRIERS:

- A. General:
 - 1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work.
 - 2. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements found in the plans.
 - 3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
 - 4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

3.03 ENVIRONMENTAL CONTROLS:

- A. Noise Control: OSHA requirements shall be adhered to for this contract.
- B. Dust Control:
 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
- C. Water and Erosion Control:
 1. Provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties.
 2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - a. Hold the areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures such as berms, dikes, and drains.
 3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
 5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
 6. Comply with all other requirements indicated or specified.
- D. Debris Control and Clean-Up:
 1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
 - a. Adequate trash receptacles about the Site, emptied promptly when filled.
 - b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
 - c. The keeping of construction materials neatly organized.
 - d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, floors, and metal surfaces before surfaces are marred.
 2. Any dumpster or roll off container used on site shall be procured/rented through the City of Fayetteville Recycling and Trash Collection (Phone# 479-575-8398). No third party dumpsters or roll off containers will be allowed on site other than those acquired from the City.
 3. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
 4. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- E. Pollution Control:
 - 1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
 - 2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids.
 - 3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.
 - 4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 ACCESS ROADS AND PARKING AREAS:

- A. New Temporary On-Site Roads and Parking Areas:
 - 1. Locate roads, drives, walks, and parking facilities to provide access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract.
 - a. Consult with Engineer regarding any desired deviation therefrom.
 - b. Size of parking facilities shall be adequate to provide for needs of Contractor's personnel, Resident Project Representatives, and visits to Site by Engineer and Owner.
 - 2. Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.
 - 3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
 - 4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
 - 5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
 - 6. Construction:
 - a. Clear areas required.
 - b. Fill, compact, and grade areas as necessary to provide suitable support for vehicular traffic under anticipated loadings. Materials and construction shall be as indicated or specified.
 - c. Provide for surface drainage of facilities and surrounding areas.
 - d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.
 - 7. Removal:
 - a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
 - b. Restore areas to original, better, or specified condition at completion of Work.

END OF SECTION 01530

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

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ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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Contractor Safety Plan Compliance Documents

Owner Name: City of Fayetteville

Airport: Fayetteville – Drake Field

Project Description: FYY Terminal Apron Rehabilitation

Contractor: _____

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

| | |
|-------------------------------|---------------|
| Owner: | |
| Contact: | Phone: |
| | |
| Engineer: | |
| Project Manager: | Phone: |
| Project Engineer: | Phone: |
| Construction Observer: | Phone: |
| Materials Testing: | Phone: |
| | |
| Contractor: | |
| Project Manager: | Phone: |
| Superintendent: | Phone: |
| Subcontractors: | Phone: |
| | |
| | |

Yes _____ No _____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 “Protection of Navigational Aids (NAVAIDS)” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 “Contractor Access” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 “Wildlife Management” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 “Foreign Object Debris (FOD) Management” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 “Hazardous Materials (HAZMAT) Management” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 “Notification of Construction Activities” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 “Inspection Requirements” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 “Underground Utilities” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 “Penalties” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 “Special Conditions” of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

17. **Section 17 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 17 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

18. **Section 18 – Other Limitations on Construction:** This project shall be completed in accordance with Section 18 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

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ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Arkansas State Highway and Transportation Department (AHTD) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition at the time of bid shall apply. A copy of these "Standard Specifications" may be obtained from the AHTD at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

END OF ITEM SS-110

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ITEM SS-120 SITE PREPARATION

DESCRIPTION

120-1.1 This item covers the preparation of the site for construction of the proposed improvements. The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Site Preparation." The entire job site shall be cleared of all man-made obstructions and debris, of whatever nature, and made ready in all respects for the construction of the proposed improvements.

The item "Site Preparation" shall include:

1. Mobilization
2. Lighted Barricades and Closed Taxiway Markings
3. Contractor's Access/Haul Road
4. Contractor's Staging Areas
5. Airport Security Requirements
6. Airport Safety Requirements
7. Removal and Disposal of Structures
8. Clean Up

CONSTRUCTION METHODS

120-2.1 MOBILIZATION. The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for the prosecution of the work under this item.

120-2.2 LIGHTED BARRICADES AND CLOSED TAXIWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed taxiway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway markings shall be constructed in accordance with AC 150/5370-2F Operational Safety on Airports During Construction. The Contractor shall furnish concrete cylinders, or other approved device, to cover taxiway edge lights for portion of Taxiway B that are closed during construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels, taxiway edge light covers, and closed taxiway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.3 CONTRACTOR'S ACCESS/HAUL ROAD. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

120-2.4 CONTRACTOR'S STAGING AREAS. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.5 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.6 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.7 REMOVAL AND DISPOSAL OF STRUCTURES. This work shall consist of the removal and satisfactory disposal of Portland cement concrete or asphalt concrete pavements; all of which are not designated or permitted to remain. The Contractor shall make his own estimate of the work required for the removal of structures which conflict with the proposed construction. All structures required to be removed may not be designated as such in the plans.

The provisions of this section shall not apply to underground petroleum storage tanks.

The attention of the bidder is directed to the necessity for careful examination of the entire site to determine, at the time of bid preparation, the full extent of work to be accomplished. The entire site shall be cleared of all man-made obstructions and debris, of whatever nature, and prepared in all respects for the construction.

The Contractor shall not unnecessarily interfere with the use of any adjacent sidewalks, streets, or roads.

Materials removed will become the property of the Contractor and shall be removed from the job site, unless specifically designated otherwise.

All surface items such as curb, curb and gutter, driveways, parking areas, walks, steps, asphalt and PCC pavement, and walls shall be separated or broken away from the adjacent part of any structure designated to remain in place by a vertical saw cut along the line designated by the Engineer. The edge of the structure left in place shall be approximately vertical with no abrupt changes in alignment. Any damage to or removal of the structure designated to remain in place shall be repaired or replaced at no cost to the Owner.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

The removal and disposal of the various items covered by this specification will not be measured for separate payment, but will be subsidiary to the bid item "Site Preparation".

120-2.8 CLEAN UP. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Site Preparation," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

| | |
|-----------------|---------------------------------|
| Item SS-120-3.1 | Site Preparation - per Lump Sum |
|-----------------|---------------------------------|

END OF ITEM SS-120

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ITEM SS-230 PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

DESCRIPTION

230-1.1 This section covers the repairs of a pavement composed of Portland cement concrete, with or without reinforcement as specified, constructed on a prepared base course in accordance with these specifications and in conformance with the lines, grades, thicknesses, typical sections, and details shown in the Plans.

STANDARDS

230-2.1 Materials, equipment, construction methods, and testing for Portland Cement Concrete Pavement shall be in accordance with SECTION 501 – PORTLAND CEMENT CONCRETE PAVEMENT of the Standard Specifications, except as modified or augmented herein. Joints shall be constructed in accordance with the details in the Plans.

CONSTRUCTION METHODS

230-3.1 Mix Design and the Contractor's Quality Control sampling and testing shall be in accordance with SECTION 501 of the Standard Specifications, except as modified herein. The Contractor may also use an FAA mix design as specified in the typical P-501 FAA Specification. Design and Quality control of Portland Cement Concrete Pavement will consist of the Contractor furnishing acceptable mix designs and performing all applicable quality control sampling and testing. Proportioning shall provide for a minimum 28-day compressive strength of 5,000 psi.

230-3.2 CONCRETE REMOVAL: The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab 1 foot inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be sawcut the full depth of the pavement. The pavement inside the sawcut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.

230-3.3 UNDERCUT EXCAVATION: If, in the opinion of the Engineer, the material underlying this existing pavement is unsuitable or of insufficient strength to support the finished pavement, the underlying material shall be excavated to a depth as determined by the Engineer and shall be disposed of off-site. The undercut area shall be refilled and compacted with Class 7 Base in accordance with SECTION 303 of the Standard Specifications.

230-3.4 STEEL REINFORCEMENT: Reinforcing shall consist of bar mats conforming to the requirements of ASTM A 184 or A 704.

Dowel bars shall be plain steel bars conforming to ASTM A 615 and shall be free from burring or other deformation restricting slippage in the concrete. High strength dowel bars shall conform to ASTM A 714, Class 2, Type S, Grade I, II or III, Bare Finish Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078. The dowels shall be coated with a bond-breaker recommended by the manufacturer

Dowel bars or other load-transfer units of an approved type shall be placed across joints in the manner as shown on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight. The portion of each dowel painted with rust preventative paint, as required under above and shown on the plans to receive a debonding lubricant, shall be thoroughly coated with asphalt MC-70, or an approved lubricant, to prevent the concrete from bonding to that portion of the dowel. If free-sliding plastic-coated or epoxy-coated steel dowels are used, a lubrication bond breaker shall be used except when approved pullout tests indicate it is not necessary. Where butt-type joints with dowels are designated, the exposed end of the dowel shall be oiled.

230-3.5 Acceptance sampling and testing as required will be performed by the Engineer.

230-3.6 REPAIR OF JOINT OR CORNER SPALLS: Where directed, spalls along joints of new slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least *two one* inches outside the spalled area and to a depth of at least 2 inch, *as shown in the plans*. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Pooling of epoxy resin shall be avoided. The cavity shall be filled with low slump Portland cement concrete or mortar or with epoxy resin concrete or mortar. Concrete shall be used for larger spalls, generally those more than two square feet in size, and mortar shall be used for the smaller ones. Any spall less than two square feet shall be repaired only with epoxy resin mortar or a Grade III epoxy resin. Portland cement concrete and mortar mixtures shall submitted to the Engineer for approval and shall be mixed, placed, consolidated, and cured as directed. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140°F at any time during hardening. Mechanical vibrators and hand tampers shall be used to consolidate the concrete or mortar. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

230-3.7 TOLERANCE IN PAVEMENT THICKNESS: The pavement shall be constructed in accordance with the thickness required by the typical section shown on the Plans. Tolerance shall be as described in the Standard Specifications.

In lieu of determining pavement thickness by drilling cores, the Contractor shall, before the placement of the PCC pavement and in the presence of the Construction Observer, take depth measurements over the area to be paved. Depth measurements shall be taken at the center of each slab edge. All measurements shall be accurately recorded in a construction diary.

At locations where the elevation of the base course is too high to allow for the PCC pavement to be placed in compliance with the thickness tolerance (0.04 foot or ½ inch), the base course will be removed and replaced to the correct grade as directed by the Engineer.

230-3.8 TOLERANCE IN PAVEMENT STRENGTH: Compressive strength shall be as specified at 28 days using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and compressive strength of the concrete. The samples shall be taken in the presence of the Engineer, at locations determined by the Engineer. Concrete cylinders shall be made each day that the concrete is placed. Each group of cylinders shall be molded from the same batch of concrete and shall consist of a sufficient number of specimens to provide two compressive strength tests at each test age. Test ages will be 7 days and 28 days.

PCC pavement represented by cylinders not meeting the specified strength shall be removed and replaced at the Contractor's expense, or allowed to remain at a reduced price agreed upon in writing between the Owner and the Contractor.

230-3.9 JOINTS: Joint sealant materials shall meet the requirements of ASTM D 5893 Type SL.

Each lot or batch of silicone sealing compound shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, shelf life, mixing instructions, and storage instructions and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

Backer rod shall meet the requirements of ASTM D 5249 and shall be both non-reactive and non-adhesive to the concrete and the sealant material.

Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be above 50°F before installation of silicone joint sealing material.

Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished by sandblasting. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. Upon completion of cleaning, the joints shall be blown out with compressed air free of oil and water. Only air compressors with operable oil and water traps shall be used to prepare the joints for sealing. The joint faces shall be surface dry when the seal is applied.

Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Sealant shall be installed in accordance with the following requirements:

A backer rod or bond breaker shall be installed as shown on the plans, prior to placement of the joint sealer. The backing material shall be placed as shown on the plans and shall be non-adhesive to the concrete or the sealant material. The self-leveling sealant shall be applied in a continuous operation, by means of approved pressure equipment that will force the sealing material to the bottom of the joint and

completely fill the joint without spilling the material on the surface of the pavement. Sealant which does not bond to the concrete surface of the joint walls, contains voids, or fails to set up to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing, mixing, and placing the sealant will produce a satisfactory joint seal. This shall include the preparation and application of an adequate amount of the sealant that will demonstrate, to the satisfaction of the Engineer, the installation of the sealant.

METHOD OF MEASUREMENT

230-4.1 Material that is unsuitable for concrete base shall be excavated as directed by the Engineer. Only that amount of undercut excavation directed by the Engineer will be included in the quantity of undercut measured for payment. Undercut shall be measured from the bottom of the new pavement section, or from the bottom of the planned removal, to the depth of the undercut as directed by the Engineer. Measurements will be taken, by the Engineer, of the undercutting, and the volume will be calculated. The necessary filling will not be measured for separate payment, but will be considered subsidiary to the undercut excavation.

230-4.2 The unit of measurement for Pavement Removal shall be the number of square yards removed by the Contractor, regardless of depth. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

230-4.3 Spall Repair will be measured by the square foot of the material in place, completed, and accepted.

230-4.4 Portland Cement Concrete Pavement will be measured by the square yard for the depth of pavement stated in the plans. The width for measurement will be the width as constructed in accordance with the Plans and typical cross sections or as directed by the Engineer.

BASIS OF PAYMENT

230-5.1 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for cubic yard for Undercut Excavation. This price shall be full compensation for all excavation; for disposal of unsuitable material off-site; for refilling of all undercut areas; and for all equipment, tools, labor, and incidentals necessary to complete the work.

230-5.2 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for square yards of Pavement Removal. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

230-5.3 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for square feet of Spall Repair. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

230-5.4 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit prices bid per square yard for Portland cement concrete pavement accepted in-place, of the thickness specified. This price shall be full compensation for furnishing, transporting and placing materials, including steel bars for joints and all other joint materials; for reinforcement in designated slabs; for the preparation and processing of materials; for mixing, spreading, vibrating, finishing, and curing; for sawing, filling, and sealing joints; and for all labor, equipment, testing, tools and incidentals necessary to complete the work.

Payment will be made under:

- Item SS-230-5.1 Concrete Pavement Removal – per Square Yard
- Item SS-230-5.2 Undercut Excavation – per Cubic Yard
- Item SS-230-5.3 Spall Repair – per Square Foot
- Item SS-230-5.4a 6" Portland Cement Concrete Pavement with Reinforcement – per Square Yard
- Item SS-230-5.4b 11" Portland Cement Concrete Pavement with Reinforcement – per Square Yard

END OF ITEM SS-230

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ITEM SS-231 CONCRETE CRACK REPAIR

DESCRIPTION

231-1.1 This item shall consist of the cleaning and sealing of cracks and joints in the existing concrete pavement, at the locations shown in the plans or as directed by the Engineer. The amount of crack and joint cleaning and filling/sealing designated in the Plans is estimated.

MATERIALS

231-2.1 Crack sealing materials shall meet the requirements of ASTM D 5893 Type SL.

CONSTRUCTION METHODS

231-3.1 GENERAL: Cracks or joints in the existing concrete pavement shall be cleaned and sealed at the locations shown on the plans and as directed by the Engineer. Prior to beginning cleaning operations, the Engineer shall approve of all methods, equipment, and materials to be used by the Contractor in performing this item of work. After cracks and joints have been cleaned and approved by the Engineer, the cracks or joints shall be filled with a sealant as described in this specification.

231-3.2 CRACK AND JOINT PREPARATION: Removal of any vegetation, dirt, loose materials, and deteriorated sealant from the cracks or joints shall be accomplished by routing. If required, cracks shall be routed so that the exposed face of the crack is enlarged to a width of 1/2" and to a depth as detailed in the sealant manufacturer's recommendations. Other methods of crack cleaning and preparation may be used with the approval of the Engineer.

When the cracks and joints are thoroughly dry, and just prior to sealant placement, both vertical faces shall be cleaned by sandblasting with a nozzle attached to an aiming device that directs the sand blast at approximately a 45 degree angle and a maximum of two inches from the face of the crack. Each crack face shall be sandblasted individually. After sandblasting, compressed air shall be used to blow out the crack or joint and remove all residual dust. Air compressors shall be equipped with suitable traps capable of removing all free water and oil from the compressed air and shall be capable of furnishing air with a pressure greater than 90 psi. The cracks shall be thoroughly dry before the sealant is placed.

All cracks or joints shall be sealed the same day of the final sandblasting. Cleaned cracks and joints left open overnight or cracks and joints which become contaminated before sealing shall be re-cleaned as specified above.

231-3.3 Sealant Application. The pavement temperature shall be above 50°F at the time of installation of the poured sealing material. Cold applied crack sealing compound shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. A backing material shall be placed as directed by the Engineer and shall be nonadhesive to the concrete or the sealant material. A direct connecting pressure type extruding device with nozzles shaped for insertion into the crack shall be provided. Any sealant spilled on the surface of the pavement shall be removed immediately. Sealant shall be applied in a manner that will completely fill the crack with no gaps, entrapped air, voids, or surface-only coverage. Care shall be taken to preclude excess sealant material from the adjacent pavement surface; excess material shall be removed before it cures. The sealant shall be installed according to the manufacturer's specifications. Sealant and backing material shall conform to the requirements detailed in SS-230 "Portland Cement Concrete Pavement".

METHOD OF MEASUREMENT

231-4.1 Concrete Crack and Joint Repair will be measured by the linear foot acceptably cleaned and sealed at the locations shown in the plans and as directed by the Engineer.

PAYMENT

231-5.1 Work completed and accepted under this item will be paid for at the contract unit price per linear foot for Concrete Crack and Joint Repair, which price shall be full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

Payment will be made under:

Item SS-231-5.1 Concrete Crack and Joint Repair – per Linear Foot

END OF ITEM SS-231

ITEM P-620 RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 MARKING MATERIALS. Paint shall be waterborne in accordance with the requirements of paragraph 620-2.2a. Paint shall be furnished in Yellow (33538 or 33655) and Black (37038) in accordance with Federal Standard No. 595.

a. WATERBORNE. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type I.

620-2.3 REFLECTIVE MEDIA. Glass beads shall meet the requirements for Federal Specification TT-B-1325D, Type I, Gradation A. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

| Paint Color | Glass Beads, Type I, Gradation A | Glass Beads, Type III | Glass Beads, Type IV |
|-------------|----------------------------------|-----------------------|----------------------|
| White | See Table 1. | See Table 1 | See Table 1 |
| Yellow | See Table 1. | See Table 1 | See Table 1 |
| Red | See Table 1 and Note | Not used | See Table 1 and Note |
| Pink | See Table 1 and Note | Not used | See Table 1 and Note |
| Black | Not used | Not used | See Table 1 and Note |
| Green | Not used | Not used | Not used |

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F and rising and the pavement surface temperature is at least 5°F above the dew point or meets the manufacturer's recommendations. Painting operations shall be discontinued when the surface temperature exceeds the paint manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by waterblasting, sandblasting, or by other methods approved by the Engineer as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that 75% of the existing markings are removed with low (3,500-10,000 psi) waterblaster. After waterblasting, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. ~~The locations of markings to receive glass beads shall be shown on the plans. Glass beads shall be applied to all final pavement markings.~~

620-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacings shall be within the following tolerances:

| Dimension and Spacing | Tolerance |
|--------------------------------|-----------|
| 36 inch or less | ±1/2 inch |
| greater than 36 inch to 6 feet | ±1 inch |
| greater than 6 feet to 60 feet | ±2 inch |
| greater than 60 feet | ±3 inch |

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 TEST STRIP. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons of paint and application of 35 lbs of Type I/50 lbs of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons of waterborne paint shall cover no more than 575 square feet).

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

| Paint Type | Paint Square feet per gallon, ft ² /gal | Glass Beads, Type I, Gradation A Pounds per gallon of paint—lb./gal. | Glass Beads, Type III Pounds per gallon of paint—lb./gal. | Glass Beads, Type IV Pounds per gallon of paint—lb./gal. |
|----------------------------|--|---|--|---|
| Waterborne Type I or II | 115 ft ² /gal maximum | 7 lb./gal. minimum | 10 lb./gal. minimum | -- |

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

620-3.7 APPLICATION—~~PREFORMED AIRPORT PAVEMENT MARKINGS.~~

~~— a. Asphalt and Portland Cement To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

620-3.8 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

620-3.9 REMOVAL OF EXISTING MARKINGS. *The existing pavement markings shown on the plans to be removed shall be removed without damaging the existing pavement. The markings shall be removed through the use of high-pressure water or other methods approved by the Engineer before removal operations begin. For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material which would reduce the bond between the new paint and the old paint.*

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting including reflective media performed in accordance with the specifications and accepted by the Engineer.

620-4.2 *Pavement marking removal shall be measured by number of square feet of markings removed in accordance with the specifications and accepted by the Engineer.*

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting, and for reflective media. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.2 *Payment shall be made at the contract unit price per square foot for paint removal. The price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.*

Payment will be made under:

| | |
|-----------------------|--|
| Item P-620-5.1a | Runway and Taxiway Painting (Yellow) – per Square Foot |
| Item P-620-5.1b | Runway and Taxiway Painting (Black) – per Square Foot |
| <i>Item P-620-5.2</i> | <i>Pavement Marking Removal – per Square Foot</i> |

TESTING REQUIREMENTS

| | |
|------------|---|
| ASTM C371 | Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders |
| ASTM D92 | Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester |
| ASTM D711 | Standard Test Method for No-Pick-Up Time of Traffic Paint |
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

FED SPEC TT-B-1325D
Beads (Glass Spheres) Retro-Reflective

American Association of State Highway and Transportation Officials (AASHTO) M247 Standard Specification for Glass Beads Used in Pavement Markings

FED SPEC TT-P-1952E
Paint, Traffic and Airfield Marking, Waterborne

Commercial Item Description A-A-2886B
Paint, Traffic, Solvent Based

FED STD 595 Colors used in Government Procurement

AC 150/5340-1 Standards for Airport Markings

END OF ITEM P-620

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Construction Contract Change Order

| | |
|---|--|
| Project: FYV Terminal Apron Rehab Drake Field - Fayetteville, AR Garver Job No. 1504-1211 City of Fayetteville Bid No. 15-35 | Change Order No. 1 Ordinance/Resolution Effective Date: Date Prepared: June 12, 2015 Prepared by: Ben Perea, Garver |
|---|--|

| | |
|--|--|
| Owner: City of Fayetteville 125 West Mountain St. Fayetteville, AR 72701 | Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd. Siloam Springs, AR 72761 |
|--|--|

Description of Work Included in Contract
 Rehabilitation of concrete terminal apron including spall repair, removal and replacement of full panels, and joint and crack repair.

Changes and Reasons Ordered (List individual Changes as: A, B, C, D, etc.)
 A. Adjustment in as-bid quantities to maximize available project grant funds.

Attachments:


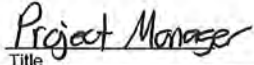
| Contract Changes | Bid Item No. | Bid Item Description | Unit of Measure | Original Contract Quantity | Contract Unit Price | Revised Contract Quantity | Revised Unit Price | Original Contract Cost | Revised Contract Cost |
|------------------|--------------|--|-----------------|----------------------------|---------------------|---------------------------|--------------------|------------------------|-----------------------|
| A. | SS-230-5.1 | Concrete Pavement Removal | SY | 800 | \$36.00 | 1,900 | \$36.00 | \$28,800.00 | \$68,400.00 |
| A. | SS-230-5.2 | Undercut Excavation | CY | 100 | \$25.00 | 272 | \$25.00 | \$2,500.00 | \$6,800.00 |
| A. | SS-230-5.3 | Spall Repair | SF | 3,000 | \$18.00 | 3,750 | \$18.00 | \$54,000.00 | \$67,500.00 |
| A. | SS-230-5.4a | 6" Portland Cement Concrete Pavement with Reinforcement | SY | 200 | \$102.00 | 400 | \$102.00 | \$20,400.00 | \$40,800.00 |
| A. | SS-230-5.4b | 11" Portland Cement Concrete Pavement with Reinforcement | SY | 600 | \$121.00 | 1,500 | \$121.00 | \$72,600.00 | \$181,500.00 |
| A. | SS-231-5.1 | Concrete Crack and Joint Repair | LF | 550 | \$40.00 | 680 | \$40.00 | \$22,000.00 | \$27,200.00 |
| A. | P-620-5.2 | Pavement Marking Removal | SF | 5,600 | \$4.00 | 7,000 | \$4.00 | \$22,400.00 | \$28,000.00 |

| | | |
|---------------------------------------|---------------------|---------------------|
| Summation of Cost | \$222,700.00 | \$420,200.00 |
| Net Cost for this Change Order | | \$197,500.00 |

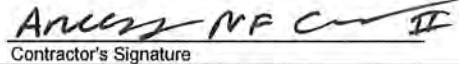
| | |
|---|--|
| Estimated Project Cost | Time Change |
| Original As-Bid Contract Amount \$252,500.00 | Original Contract Start Date |
| This Change Order \$197,500.00 | Original Contract Time (calendar days) 60 |
| New Contract Amount \$450,000.00 | Additional Calendar Days granted by this Change Order 0 |
| | New Contract Time (calendar days) 60 |
| | Suspended Time |
| | New Construction Completion Date |

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

| | | |
|---|---|------------------------|
|  Engineer's Signature |  Project Manager | <u>6-18-15</u> Date |
|---|---|------------------------|

ACCEPTED BY CONTRACTOR

| | | |
|---|---------------------------|--------------------------|
|  Contractor's Signature | <u>President</u> Title | <u>6-18-2015</u> Date |
|---|---------------------------|--------------------------|

APPROVED BY CITY OF FAYETTEVILLE

| | | |
|----------------------------|----------------|---------------|
| _____ Owner's Signature | _____ Title | _____ Date |
|----------------------------|----------------|---------------|



City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

| | |
|------------------|-----------------------|
| Requisition No.: | Date: 7/7/2015 |
| P.O Number: | |

| | | | |
|-----------------------------------|--|---|--|
| Vendor #: NEW | Vendor Name: TRI STAR CONTRACTORS LLC | Mail <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Legistar#: 2015-0291 |
| Address: 1910 Waukesha Rd | | FOB Point: | Expected Delivery Date: October 2015 |
| City: Siloam Springs | State: AR | Zip Code: 72761 Ship to code: | |
| Requester: James Nicholson | | Requester's Employee #: 771 | Extension: 7641 |

| Item | Description | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Number | Project.Sub# | Inventory # | Fixed Asset # |
|------|---|----------|---------------|------------|---------------|-------------------|--------------|-------------|---------------|
| 1 | Airport Terminal Parking Apron Rehabilitation - Construction | 1 | LS | 252,500.00 | \$252,500.00 | 5550.3960.5804.00 | 14014 2 | | |
| 2 | Change Order #1 | 1 | LS | 197,500.00 | \$197,500.00 | 5550.3960.5804.00 | 14014 2 | | |
| 3 | Bid 15-35, Res _____ Contract _____ | | | | \$0.00 | | | | |
| 4 | | | | | \$0.00 | | | | |
| 5 | | | | | \$0.00 | | | | |
| 6 | | | | | \$0.00 | | | | |
| 7 | | | | | \$0.00 | | | | |
| 8 | | | | | \$0.00 | | | | |
| 9 | | | | | \$0.00 | | | | |
| 10 | | | | | \$0.00 | | | | |
| * | Shipping/Handling | | Lot | | \$0.00 | | | | |

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|-----------------------|--|
| Special Instructions: | Subtotal: <u> \$450,000.00</u> Tax: <u> \$0.00</u> Total: <u> \$450,000.00</u> |
|-----------------------|--|

Approvals:

| | | |
|--------------------------------|----------------------------|---------------------------|
| Mayor: _____ | Department Director: _____ | Purchasing Manager: _____ |
| Chief Financial Officer: _____ | Budget Director: _____ | IT Director: _____ |
| Dispatch Manager: _____ | Utilities Manager: _____ | Other: _____ |