CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: April 7, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. March 31, 2020

Documents:

03312020.pdf

BID OPENING

a. Public Works Campus, Phase 1 (Moved To 4/14/2020 Via Addendum #1)

OLD BUSINESS

a. Special Event Request-Tunnel To Towers Lafayette 5K (Tabled 3/17/20)

NEW BUSINESS

Lafayette Renew

a. Recommendation For Award-S. 30th Street Drainage Improvements Project

Documents:

Reccommendation for Award.pdf

b. Contract-S. 30th Street Drainage Improvements Project

Documents:

Contract - South 30th Street Drainage Improvements Project.pdf

c. Notice To Proceed-S. 30th Street Drainage Improvements Project

Documents:

Notice to Proceed - South 30th Street Drainage Improvements.pdf

CLAIMS

a. Claims 4/7/2020

Documents:

A list of all permits issued for the preceding week is available at
http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
March 31, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, March 31, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Norm Childress. Absent: Amy Moulton and Ron Shriner

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Murray moved for approval of the minutes from the March 24, 2020 regular meeting. Mr. Childress seconded. Passed.

*Mrs. Chosnek stated that the Columbian Park Carousel Project was to open bids today but an addendum was issued pushing the new bid opening date to April 14, 2020 at 9:00am.

BIDS UNDER ADVISEMENT

S. 30th Street Drainage Improvements Project

President Henriott stated that this item will remain under advisement.

OLD BUSINESS

Special Event Request-Tunnel to Towers Lafayette 5K (Tabled 3/17/20)

President Henriott stated that this item will remain tabled.

*Mayor Roswarski announced Kerry Smith, Water Works Superintendent, passed away unexpectedly this morning. Please keep his family in your thoughts and prayer during this time.

NEW BUSINESS

Engineering

Contract-S. 9th Street Sidewalk (Between Harrington Drive and E. 430 S.)

Mayor Roswarski presented to the Board and recommended approval of a Contract for S. 9th Street Sidewalk (Between Harrington and E. 430 S.) with Dixon Construction in the amount of $29,900.00. Other quotes that were received are Heartland Excavating with a quote of $30,495.00 and Wise Choice Concrete with a quote of $37,988.50. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed- S. 9th Street Sidewalk (Between Harrington Drive and E. 430 S.)

Mayor Roswarski presented to the Board and recommended approval of a Notice to Proceed for the S. 9th Street Sidewalk (Between Harrington Drive and E. 430 S.) to begin today. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Economic Development

Historic Demolition Permit-1212 N. 14th Street (Porch Only)

Mayor Roswarski presented to the Board and recommended approval of a Historic Demolition Permit for 1212 N. 14th Street Porch Only. Mayor Roswarski stated that this was reviewed by Dann Keiser, Lafayette Historic Preservation Officer, who determined that the demolition of the porch would be a loss of an historic resource of the City. Mayor Roswarski stated that Mr. Keiser recommended upholding the 60-day waiting period. Mrs. Murray moved for approval of upholding the 60-day waiting period. Mr. Childress seconded. Passed.

Historic Demolition Permit-1012 Ferry Street (Garage Only)

Mayor Roswarski presented to the Board and recommended approval of a Historic Demolition Permit for 1012 Ferry Street Garage Only. Mayor Roswarski stated that this was reviewed by Mr. Keiser who determined that the demolition of the garage would not be a loss of an historic resource of the City. Mayor Roswarski stated that Mr. Keiser recommended waiving the 60-day waiting period. Mr. Childress moved for approval of waiving the 60-day waiting period. Mrs. Murray seconded. Passed.

Historic Demolition Permit-2303 N. 20th Street (Garage Only)

Mayor Roswarski presented to the Board and recommended approval of a Historic Demolition Permit for 2303 N. 20th Street Garage Only. Mayor Roswarski stated that this was reviewed by Mr. Keiser who determined that the demolition of the garage would not be a loss of an historic resource of the City. Mayor Roswarski stated that Mr. Keiser recommended waiving the 60-day waiting period. Mrs. Murray moved for approval of waiving the 60-day waiting period. Mr. Childress seconded. Passed.

CLAIMS

Mayor Roswarski presented for Board approval, Claims in the amount of $5,071,337.92. Mr. Childress asked a few questions that were answered by Mayor Roswarski and Mrs. Chosnek. Discussion ensued. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Special Event Request-Eucharistic Procession (St. Boniface)

President Henriott presented to the Board and recommended approval of Eucharistic Procession at St. Boniface to be held on May 3, 2020 from 6:00pm-7:00pm on the streets surrounding St. Boniface Church. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Spring Fire Hydrant Flushing Schedule

President Henriott announced the Spring Fire Hydrant Flushing Schedule to being Sunday, April 5th for two weeks, Sunday through Thursday from 10:00pm-6:00am. Should any customer experience issues please contact the Water Works Plant at 765-807-1700 or the Utility Billing Office at 765-807-1100.

Time: 9:20 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

CITY OF
LAFAYETTE

April 2, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Notice of Award, Contract, and Notice to Proceed for the South 30th Street Drainage Improvement Project. This project will address chronic drainage concerns including significant street flooding in the project area. Major components of this project include:

- Approximately 2000 lineal feet of storm sewer
- A new 30th Street Detention Basin with a footprint of approximately 1.6 acres
- Clearing and regrading for a large portion of Apache Ditch
- Additional storm inlets throughout the project area
- Additional regrading within the project area to improve storm water flows

Sealed bids for this project were opened at the Board of Works Meeting on March 24, 2020. This Award, Contract, and Notice to Proceed are with the low bidder Atlas Excavating who submitted the low bid of $1,430,624. Other bids received were from White Construction in the amount of $1,690,000 and Midwest Paving in the amount of $1,590,310.

The Notice to Proceed for this project begins April 7, 2020 with a Substantial Completion by September 20, 2020 and Final Completion by October 20, 2020.

These documents have been reviewed by the City Attorney and I recommend them for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY
1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

shrewsberry
YOUR VISION. OUR FOCUS.

March 27, 2020

Brad Talley, Superintendent
Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47909

RE: Lafayette Renew – South 30th Street Drainage Improvements
Bid Tabulation & Results

Dear Mr. Talley:

On Tuesday, March 24, 2020 the City of Lafayette opened bids for the Lafayette Renew – South 30th Street Drainage Improvements Project. Three contractors submitted bids for the project and Shrewsberry has reviewed each of the bids for completeness. Based upon our review of the documents the apparent low, responsive, and responsible bid came from Atlas Excavating, Inc. in the amount of $1,430,624.00. The bid tabulation is enclosed for your review.

The Engineer's Opinion of Probable Construction Cost (OPCC) was $2,198,398.00. There were multiple items for which the unit cost was significantly different between the engineer's opinion and the bidder unit price: multiple sizes of storm pipe, erosion control blankets, and common excavation.

Shrewsberry recommends that the City of Lafayette award the project to Atlas Excavating, Inc.

If you have any questions, or need additional information, please do not hesitate to call me at (317) 285-0670 or email me at rtoole@shrewsusa.com.

Sincerely,

Robyn M. Toole, P.E.
Senior Project Manager
Shrewsberry & Associates, LLC

Bid Tabulation for City of Lafayette
South 30th Street Drainage Improvements

				ENGINEER'S OPINION		Atlas Excavating, Inc.		Midwest Paving, Inc.		White Construction	
Contract Item No.	BID ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	MOBILIZATION AND DEMOBILIZATION	LS	1	$97,700.00	$97,700.00	$71,500.00	$71,500.00	$202,291.00	$202,291.00	$80,000.00	$80,000.00
2	CONSTRUCTION ENGINEERING	LS	1	$58,700.00	$58,700.00	$9,900.00	$9,900.00	$15,000.00	$15,000.00	$74,937.10	$74,937.10
3	EROSION CONTROL	LS	1	$39,100.00	$39,100.00	$27,600.00	$27,600.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00
4	MAINTENANCE OF TRAFFIC	LS	1	$48,900.00	$48,900.00	$5,900.00	$5,900.00	$70,000.00	$70,000.00	$110,000.00	$110,000.00
5	CLEARING AND GRUBBING	AC	2	$20,000.00	$44,000.00	$15,565.00	$34,243.00	$20,000.00	$44,000.00	$22,000.00	$48,400.00
6	EXCAVATION	CYS	22,200	$28.00	$621,600.00	$17.75	$394,050.00	$27.00	$599,400.00	$30.00	$666,000.00
7	PERMANENT SEEDING (INDOT SEED MIXTURE D)	LBS	70	$500.00	$35,000.00	$223.00	$15,610.00	$100.00	$7,000.00	$48.50	$3,395.00
8	EROSION CONTROL BLANKETS	SYS	12,150	$8.00	$97,200.00	$3.50	$42,525.00	$1.20	$14,580.00	$1.10	$13,365.00
9	STORM SEWER PIPE ABANDONMENT	LFT	280	$130.00	$36,400.00	$16.00	$4,480.00	$15.00	$4,200.00	$25.00	$7,000.00
10	STORM MANHOLE ABANDONMENT	EA	1	$700.00	$700.00	$2,825.00	$2,825.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
11	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP WITH NATIVE BACKFILL	LFT	1,224	$200.00	$244,800.00	$129.00	$157,896.00	$125.00	$153,000.00	$125.00	$153,000.00
12	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP WITH NATIVE BACKFILL	LFT	63	$180.00	$11,340.00	$110.00	$6,930.00	$95.00	$5,985.00	$80.00	$5,040.00
13	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP WITH NATIVE BACKFILL	LFT	10	$150.00	$1,500.00	$88.00	$880.00	$85.42	$854.20	$125.00	$1,250.00
14	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP WITH NATIVE BACKFILL	LFT	6	$125.00	$750.00	$38.50	$231.00	$50.00	$300.00	$150.00	$900.00
15	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP, WITH GRANULAR BACKFILL	LFT	419	$300.00	$125,700.00	$236.00	$98,884.00	$130.00	$54,470.00	$170.00	$71,230.00
16	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP, WITH GRANULAR BACKFILL	LFT	462	$276.00	$127,512.00	$209.00	$96,558.00	$100.00	$46,200.00	$130.00	$60,060.00
17	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP, WITH GRANULAR BACKFILL	LFT	153	$200.00	$30,600.00	$195.00	$29,835.00	$75.00	$11,475.00	$100.00	$15,300.00
18	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 15-INCH RCP, WITH GRANULAR BACKFILL	LFT	126	$160.00	$20,160.00	$205.00	$25,830.00	$65.00	$8,190.00	$90.00	$11,340.00
19	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 12-INCH RCP, WITH GRANULAR BACKFILL	LFT	179	$150.00	$26,850.00	$187.00	$33,473.00	$55.00	$9,845.00	$85.00	$15,215.00
20	BOX CULVERT, OPEN CUT INSTALLATION, ALL DEPTHS, REINFORCED CONCRETE, 48-INCH X 24-INCH WITH GRANULAR BACKFILL	LFT	48	$500.00	$24,000.00	$588.00	$28,224.00	$250.00	$12,000.00	$500.00	$24,000.00
21	CONCRETE END SECTION WITH TRASH GUARD, 30-INCH	EA	2	$3,183.00	$6,366.00	$2,197.00	$4,394.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00
22	CONCRETE END SECTION WITH TRASH GUARD, 24-INCH	EA	5	$2,653.00	$13,265.00	$1,842.00	$9,210.00	$2,000.00	$10,000.00	$1,800.00	$9,000.00
23	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	3	$5,500.00	$16,500.00	$6,609.00	$19,827.00	$4,000.00	$12,000.00	$3,500.00	$10,500.00
24	MANHOLE, STANDARD, ALL DEPTHS, 60-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	6	$6,500.00	$39,000.00	$5,963.00	$35,778.00	$4,500.00	$27,000.00	$5,500.00	$33,000.00
25	MANHOLE, STANDARD, ALL DEPTHS, 72-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	2	$7,000.00	$14,000.00	$6,170.00	$12,340.00	$6,500.00	$13,000.00	$6,000.00	$12,000.00
26	MANHOLE, DOGHOUSE, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	1	$6,000.00	$6,000.00	$8,598.00	$8,598.00	$4,000.00	$4,000.00	$4,500.00	$4,500.00
27	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND FLAT GRATE CASTING	EA	1	$5,500.00	$5,500.00	$3,456.00	$3,456.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
28	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND BEEHIVE GRATE CASTING	EA	1	$5,500.00	$5,500.00	$2,829.00	$2,829.00	$3,000.00	$3,000.00	$3,750.00	$3,750.00
29	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 5 CFS TREATMENT CAPACITY	EA	1	$80,000.00	$80,000.00	$55,387.00	$55,387.00	$60,000.00	$60,000.00	$40,000.00	$40,000.00
30	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 8.7 CFS TREATMENT CAPACITY	EA	1	$115,000.00	$115,000.00	$76,937.00	$76,937.00	$80,000.00	$80,000.00	$60,000.00	$60,000.00
31	PRE-CAST DETENTION OUTLET STRUCTURE	EA	1	$10,000.00	$10,000.00	$8,002.00	$8,002.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00
32	PAVED SIDE DITCH, MODIFIED TYPE C	LFT	570	$130.00	$74,100.00	$62.50	$35,625.00	$53.00	$30,210.00	$70.00	$39,900.00
33	PAVED SIDE DITCH, MODIFIED TYPE D	LFT	250	$150.00	$37,500.00	$88.80	$22,200.00	$65.00	$16,250.00	$90.00	$22,500.00
34	REVETMENT RIPRAP	TON	50	$110.00	$5,500.00	$59.90	$2,995.00	$35.00	$1,750.00	$60.00	$3,000.00
35	GEOTEXTILE	SYS	80	$6.00	$480.00	$1.70	$136.00	$2.00	$160.00	$5.00	$400.00
36	TEMPORARY FENCING	LFT	285	$25.00	$7,125.00	$16.00	$4,560.00	$30.00	$8,550.00	$5.00	$1,425.00
37	FENCE, CHAIN LINK, RESET	LFT	200	$40.00	$8,000.00	$14.00	$2,800.00	$30.00	$6,000.00	$5.00	$1,000.00
38	FENCE, WOOD, RESET	LFT	160	$50.00	$8,000.00	$26.00	$4,160.00	$40.00	$6,400.00	$10.00	$1,600.00
39	PAVEMENT CORE, 4 IN.	EA	1	$800.00	$800.00	$1,670.00	$1,670.00	$1,300.00	$1,300.00	$300.00	$300.00
40	MILLING, ASPHALT, MAX OF 1 ½ IN.	SYS	1,200	$10.00	$12,000.00	$4.96	$5,952.00	$4.00	$4,800.00	$8.00	$9,600.00
41	QC/QA-HMA, 4, 64, SURFACE, 9.5 mm	TON	90	$350.00	$31,500.00	$165.30	$14,877.00	$100.00	$9,000.00	$165.31	$14,877.90
42	FULL DEPTH PATCHING (undistributed)	TON	10	$425.00	$4,250.00	$1,081.30	$10,813.00	$200.00	$2,000.00	$1,150.00	$11,500.00
43	PAINTED PAVEMENT MARKINGS, SOLID, YELLOW, 4-INCHES WIDE	LFT	550	$5.00	$2,750.00	$0.64	$352.00	$1.00	$550.00	$0.65	$357.50
44	PAINTED PAVEMENT MARKINGS, SOLID, WHITE, 4-INCHES WIDE	LFT	550	$5.00	$2,750.00	$0.64	$352.00	$1.00	$550.00	$0.65	$357.50
	BID TOTAL				$2,198,398.00		$1,430,624.00		$1,590,310.20		$1,690,000.00

Prepared by Shrewsberry and Associates
March 27, 2020

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

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

THIS AGREEMENT is by and between City of Lafayette – Lafayette Renew ("Owner") and Atlas Excavating, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *South 30th Street Drainage Improvements Project.*

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Shrewsberry & Associates, LLC.**

ARTICLE 4 – CONTRACT TIMES

4.01 *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.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 160 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 190 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

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2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. **10%** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **10%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of **5%** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

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or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. 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.

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 8 to 10, inclusive).
3. Payment bond (pages 11 to 13, inclusive).
4. Other bonds.
   a. ____ (pages ____ to ____, inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages 14 to 83, inclusive).
6. Supplementary Conditions (pages 84 to 88, inclusive).
7. Specifications as listed in the attached table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 24 sheets as listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 20, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

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

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

This Agreement will be effective on 4/7/2020 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
	Atlas Excavating, Inc.
By:	By: Tina Dillon
Title:	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest: Jessica Wiese
Title:	Title: Project Administrator
Address for giving notices:	Address for giving notices:
	Atlas Excavating, Inc.
	4740 Swisher Road
	West Lafayette, IN 47906
	License No.: N/A *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
Atlas Excavating, Inc.
4740 Swisher Road, Bldg A
West Lafayette, IN 47906

SURETY *(name and address of principal place of business)*:
The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER *(name and address)*: **City of Lafayette**
20 North 6th Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT
Effective Date of the Agreement: **4/7/2020**
Amount: **$1,430,624.00**
Description *(name and location)*: **South 30th Street Drainage Improvements Project**

BOND
Bond Number: **1082375**
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: **4/7/2020**
Amount: **$1,430,624.00**
Modifications to this Bond Form: [X] None [ ] See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

Atlas Excavating, Inc.
_____ *(seal)*
Contractor's Name and Corporate Seal

By: Tina Dillon
Signature

Tina Dillon
Print Name

President
Title

Attest: Jessica Wien
Signature

Project Administrator
Title

SURETY

The Hanover Insurance Company
_____ *(seal)*
Surety's Name and Corporate Seal

By: Tom
Signature *(attach power of attorney)*

Thomas O. Chambers
Print Name

Attorney-in-Fact
Title

Attest: Jacki Sheldon
Signature

Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

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

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:
Atlas Excavating, Inc.
4740 Swisher Road, Bldg A
West Lafayette, IN 47906

SURETY *(name and address of principal place of business)*:
The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER *(name and address)*: **City of Lafayette**
20 North 6th Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT

Effective Date of the Agreement: **4/7/2020**
Amount: **$1,430,624.00**
Description *(name and location)*: **South 30th Street Drainage Improvements Project**

BOND

Bond Number: **1082375**
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: **4/7/2020**
Amount: **$1,430,624.00**
Modifications to this Bond Form: [X] None [ ] See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

Atlas Excavating, Inc.
_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Tina Dillon
Print Name

President
Title

Attest: _____
Signature

Project Administrator
Title

SURETY

The Hanover Insurance Company
_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Thomas O. Chambers
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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

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

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **7th** day of **April** **2020**

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS **7th** day of **April**, **2020**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **The Hanover Insurance Company**, a corporation of **New Hampshire**, created, organized and existing under and by virtue of the laws of the State of **New Hampshire**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**

NOTARY PUBLIC KIMBERLY S. RASCH STATE OF WISCONSIN

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

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

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

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

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

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

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

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

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

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

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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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, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

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

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

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

D. *Defective*:

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

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

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

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

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

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

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

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

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

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

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

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

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

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5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

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

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

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

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

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

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

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

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

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

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

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

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

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

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

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

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

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, 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 the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

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

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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

2. claims for damages insured by reasonably available personal injury liability coverage.

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

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

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

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

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

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

4) it is not objectionable to Owner.

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

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

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

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

a. shall certify that the proposed substitute item will:

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

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

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

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

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

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

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

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

7.08 *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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

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

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

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

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

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

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

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

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

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

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

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

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

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

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

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

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

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

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

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

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9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

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

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

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Supplemental costs including the following:

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

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

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

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

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

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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

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

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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

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

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

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

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B. *Cash Allowances*: Contractor agrees that:

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

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

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

13.03 *Unit Price Work*

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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

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

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

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

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

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

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

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

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

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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

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

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

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

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

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

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

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18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

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SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	$ 1,000,000
Bodily injury by disease, aggregate	$ 1,000,000
Employer's Liability:	
Bodily injury, each accident	$ 1,000,000

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Bodily injury by disease, each employee	$ 1,000,000
Bodily injury/disease aggregate	$ 1,000,000
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$ 2,000,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$ 1,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ 1,000,000
Each accident	$ 5,000,000
Property Damage:	
Combined Single Limit of	$ 5,000,000

4. Excess or Umbrella Liability:

Per Occurrence	$ 5,000,000
General Aggregate	$ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

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6. **Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:**

7. **Contractor's Professional Liability:**

Each Claim	**$ 1,000,000**
Annual Aggregate	**$ 1,000,000**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of *Indiana* and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.13 Owner's Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

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

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

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

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

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South 30th Street Drainage Improvements
Lafayette Renew
March 17, 2020

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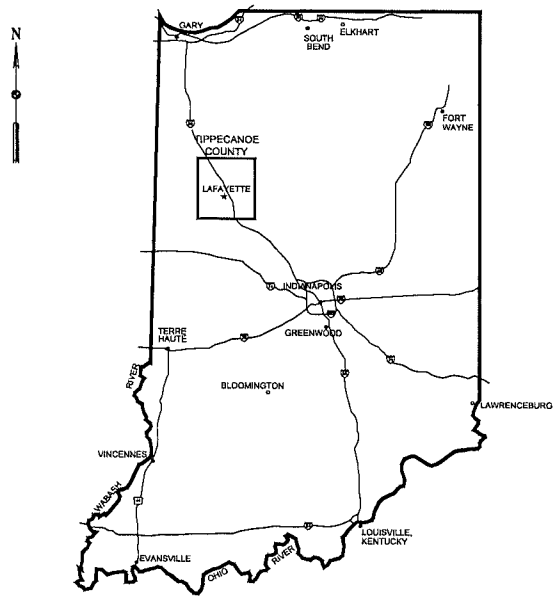
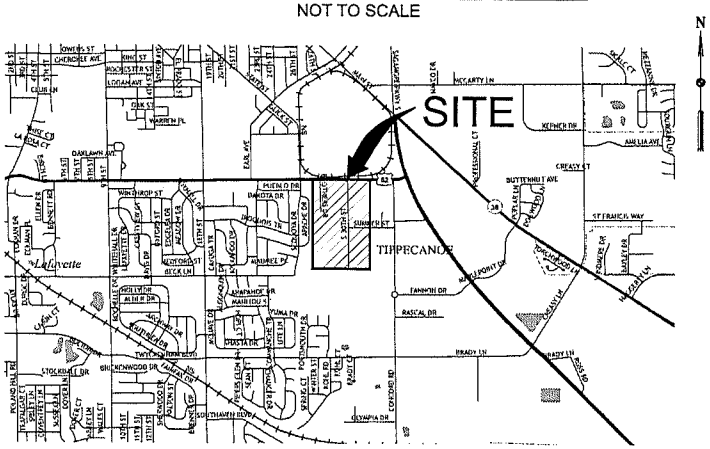


GENERAL LOCATION MAP

NOT TO SCALE



PROJECT LOCATION MAP

NOT TO SCALE

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

SOUTH 30TH STREET DRAINAGE IMPROVEMENTS

LAFAYETTE, INDIANA

2020

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C701	PROPOSED ROAD RESURFACING
C800	STORM SEWER DETAILS
C801	STORM SEWER DETAILS
C901	CROSS SECTIONS

shrewsberry
7321 SHADELAND STATION, INDIANAPOLIS IN 46256
(p) 317.841.4799 (f) 317.841.4790
shrewsusa.com

ROBYN M. TOOLE
REGISTERED
No. PE11100669
STATE OF INDIANA
PROFESSIONAL ENGINEER

DATE: 02/20/2020
E-MAIL: RToole@shrewsusa.com

100% PLANS

JOB No. 17-0046

SHEET
G100

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ADDENDUM NO. 1

PROJECT:	South 30th Street Drainage Improvements
TO:	All Bidders and Plan holders
FOR:	Lafayette Renew, City of Lafayette, Indiana
ENGINEER:	Shrewsberry and Associates 7321 Shadeland Station, Suite 160 Indianapolis, Indiana 46256
DATE:	March 13, 2020

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents dated February 20, 2020.

The following is an addition to and modification of the Bidding Requirements and Contract Documents to be included in and made part of the Specifications and Contract Documents for the Lafayette Renew South 30th Street Drainage Improvements Project. This Addendum shall become a part of the Contract Documents. Only the items in this addendum shall be altered; the original Contract Documents shall remain valid in their entirety. Bidders are, therefore, instructed to take the following into account in rendering any Bid for this work. Acknowledge the receipt of this Addendum in the space provided in "ARTICLE 3 – BIDDER'S REPRESENTATIONS" of the BID FORM document.

This Addendum consists of 7 total pages including the following attachments:

- Pre-Bid Meeting Notes

CHANGES TO PRIOR ADDENDA: NONE

CHANGES TO PROCUREMENT REQUIREMENTS: NONE

CHANGES TO CONTRACTING REQUIREMENTS: NONE

CHANGES TO SPECIFICATIONS: NONE

CHANGES TO DRAWINGS: NONE

CLARIFICATIONS:

1. The deadline for questions is 10:00 AM EDT Tuesday, March 17, 2020.
2. The final addendum will be issued no later than 3:00 PM EDT on Thursday, March 19, 2020.
3. All bid and procurement documents can be obtained from the Indianapolis office of Repro Graphix, Inc. or at https://www.reprographix.com/
4. **Question:** How long after the bid opening is Notice to Proceed anticipated?

   Answer: The notice to proceed requires board approval but is expected to go before the Board of Works at the same time as the contract. The Board of Works meets every week. The approval is not expected to take more than a few weeks.

5. **Question:** Can the roadways in the project area be closed?

   Answer: The roadways can be closed with approval from the Engineer of the Contractor's Maintenance of Traffic (MOT) plan. South 30th Street cannot be closed entirely for the installation of culvert pipe C1 shown on Plan Sheet because it would disrupt access to the two businesses at the cul-de-sac. Coordination with adjacent property owners will be necessary. A Maintenance of Traffic specification with more details regarding requirements for the MOT plan will be issued in a later addendum.

6. **Question:** There is a dewatering detail on the erosion control details sheet. Will the project require dewatering?

   Answer: Dewatering is not expected to be needed for the project based on a review of the nearby well log information available on the IDNR Water Well Records Viewer on the IDNR website. The dewatering detail on Sheet C304 was added to the plans per the request of the Rule 5 reviewer. If dewatering operations become necessary, a pay item for engineered dewatering will be added to the project.

7. **Question:** Is there a specific pavement section to be used for the restoration of the easement through the parking lot on the Bowling Alley property (Plan Sheet C404)?

   Answer: The bidder can assume that the parking lot for the Bowling alley will be restored using the Typical Asphalt Parking Lot Section on Sheet 3 of the City of Lafayette, Indiana Typical Construction Guidelines and Details.

8. **Question:** Can the Contractor use the Ingress-Egress easement on the SKY-HI Communications Property (Plan Sheet C405)?

   Answer: The contractor may use the Ingress-Egress easement on the SKY-HI Communications Property with the approval of the property owner. The SKY-HI property has several cell tower installations with guy wires tied into the ground at various heights. Contact information for the property owner can be obtained from the Engineer. This Ingress-Egress easement also goes through another parcel with a different owner who should, at a minimum, be notified of the timing and duration of the Contractor's needed access.

9. **Question:** Is there a Geotech report for the area?

   Answer: No. The extent of excavation in the project area is limited to around 5 feet of depth except for an area on the site of the new detention basin which is believed to be fill from previous earth moving activities.

10. **Question:** Is the asphalt on 30th Street underlain with concrete?

    Answer: We do not believe that the asphalt on 30th Street is underlain with concrete, but the pavement section in this area is not known. There is a pay item on the bid form for the collection of one pavement core to determine the existing pavement section. The bidder shall assume that there is 1.5 inches of asphalt surface course and that the milling and overlay will be for 1.5 inches. The bid quantities reflect this 1.5 inch surface section assumption.

11. **Question:** There is a new manhole shown on top of the existing storm sewer pipe?

    Answer: Structure F-2 is a doghouse manhole. This structure will be used to divert the flow currently being conveyed to the south to now be conveyed into the new detention basin via pipe F-1. The storm sewer pipe to the south of the new Structure F-2 is to be plugged as part of the project.

12. **Question:** Where is the contractor going to be grouting from (Key Note 3 on Plan Sheet C404)?

    Answer: The storm sewer pipe south of new Structure F-2 only needs to be plugged. For the locations where Key Note 3 is shown, the only sewer pipe to be abandoned that requires grouting as well as plugging is the 10 feet on either side of the guy anchor berm on Plan Sheet C405. Revised Plan Sheets to illustrate this will be issued in a later addendum.

13. **Question:** Are the existing structures on Plan Sheet C403 tying into new Structures?

    Answer: Existing Structure 567 is not being tied into the new storm sewer system structures. Existing structure 565, 562, 554, 551, and 548 are being tied into the new storm sewer system.

14. **Question:** Where is flow from the existing structures going now?

    Answer: The existing structures listed above are currently tied into an existing private storm sewer system that has been found to be over capacity and causing the frequent flooding issues which this project was initiated to resolve.

15. **Question:** Is it on the contractor to replace the existing clay pipe if it is broken in the process of connecting to the new structures?

    Answer: The sections of clay pipe shown on Plan Sheet C403 are being replaced with new RCP pipe.

16. **Question:** Is there a cross section shown for the ditch on Plan Sheet C401?

    Answer: The existing ditch has become filled with sediment over time and the ditch should be regraded using a 10 ft. ditch bottom width with 3:1 side slopes as shown on Key Note D1. No cross sections will be provided. The extent of excavation needed for the regarding work has been calculated by the engineer and is included in the bid quantity for excavation on the bid form.

17. **Question:** Can fiber reinforcement be used in lieu of rebar for the paved side ditches?

    Answer: Fiber reinforcement is not accepted as an alternative to rebar for the reinforcement of the paved side ditches.

END OF ADDENDUM

CERTIFIED BY:

Robyn M. Toole
Senior Project Manager
Shrewsberry & Associates, LLC

ROBYN M. TOOLE
REGISTERED
No.
PE11100669
STATE OF
INDIANA
PROFESSIONAL ENGINEER

shrewsberry

Pre-Bid Meeting Agenda

Date: Monday, March 9th 2020
Time: 3:00 PM EDT
Location: Lafayette Renew, 1700 Wabash Avenue, Lafayette, Indiana
Subject: South 30th Street Drainage Improvements

---

1. Introductions
2. Sign-in Sheet (see attached)
3. Project Description
   a. The attached figure was presented at the meeting.
   b. See Specification Section 011000 – Summary.
4. Obtaining Bidding and Procurement Documents
   a. All bid and procurement documents can be obtained from the Indianapolis office of Repro Graphix, Inc. or at https://www.reprographix.com/
5. Questions
   a. Contact: Robyn Toole – rtoole@shrewsusa.com
   b. Deadline: 10:00 AM EDT Tuesday, March 17th, 2020
6. Addenda
   a. Acknowledge receipt of all addenda on the bid form
   b. Final Addendum: No later than 3:00 PM EDT Thursday, March 19th, 2020
7. Permanent and Temporary Easements
   a. All permanent easements have been obtained
   b. One of the three temporary easements have been obtained
8. Permits
   a. Rule 5 NOI – the Rule 5 review is complete, the contractor will need to submit the NOI letter and $100 fee to IDEM. The letter has been prepared and can be obtained from Shrewsberry.
   b. USACE Nationwide Approval – two areas are affected. The stormwater outfall (Structure G-1 on Plan Sheet C405) has been approved under the USACE Nationwide Permit No.

33. The existing detention basin on Plan Sheet C409 has been determined by the USACE to not be a "Waters of the United States" and therefore is not subject to regulation under the Clean Water Act.

9. Utilities

a. Gas - There is a 4-inch steel gas main parallel with 30th Street on the west side. The Contractor will need to coordinate with Centerpoint-Vectren to come out during construction to lower this for the installation of pipes E7, E8, and E1B on Plan Sheet C403.

b. Water - There are water lines that cross at pipes E1b and E4 on Plan Sheet C403, the City has verified the locations on the plans. Any conflicts can be resolved in the field. Plan Sheet C401 shows a hydrant which has a private line not shown on the plans.

c. Overhead Electrical - The Contractor will need to coordinate with Duke to hold the poles shown on Plan Sheet C405 and C406 during installation of the new storm sewer pipes.

d. Telecom lines - The Contractor will need to resolve any conflicts in the field.

10. Staging & Access

a. Soil stockpiling and construction access are to be as shown on the plans

11. Bid Opening: 9:00 AM EDT Tuesday, March 24th, 2020 at the regularly scheduled Board of Works meeting

12. Questions

a. How long before Notice to proceed is issued on the project?
b. Can the road be closed for construction?
c. Will there be dewatering required for the project?
d. Is there a pavement section in mind that we would want to put back once they cut thru the bowling alley's parking lot?
e. Will the Contractor be responsible for moving the sheds in the back of the yards or would the property owner be taking care of that?
f. Can the Contractor use the Ingress-Egress Easement on the SKY-HI Communications Property?
g. Is there a Geotech report for the area?
h. Is the asphalt on 30th street underlain with concrete?
i. Sheet C404: There is a new manhole shown on top of the existing storm sewer pipe?
j. Sheet C404: Where is the contractor going to be grouting from?
k. Sheet C403: Existing structures tying into new structure?
l. Sheet C403: Where are the existing structures going now?
m. Sheet C403: Is it on the contractor to replace the existing clay pipe if it is broken in the process of connecting to the new structures?
n. Sheet C401: Are there cross sections for the ditch?
o. Contractor asked if they could use fiber reinforcement instead of rebar like they do for sidewalk?

Sign-in Sheet

shrewsberry

South 30th Street Drainage Improvements Pre-Bid Meeting
Date: March 9, 2020
Time: 3:00 PM EST
Location: Lafayette Renew, 1700 Wabash Avenue, Lafayette, Indiana

Name	Company	Email Address	Phone Number
Trevor Kolden	White Construction	trevor.kolden@iea.net	
Jared Weber	Bowen	jweber@bowenengineering.com	317-646-2064
Conrad Walters	Rieth Riley	cwalters@rieth-riley.com	765-447-2324
David Griffee	Lafayette Eng. Dept	DGriffee@Lafayette.IN.gov	765 807 1050
Robyn M. Toole	Shrewsberry	rtoole@shrewsusa.com	317-285-0670
Brad Talley	Renew	btalley@lafayette.in.gov	765 807 1800
Sasha Casilla	Shrewsberry	scasilla@shrewsusa.com	317-938-7586

Project Site Plan

South 30th Street
Drainage Improvements
Lafayette Renew
Lafayette, Indiana
March 2020

Legend

- Project Area
- Detention Basin
- Ditch Lines
- Apache Ditch
- Road Resurfacing
- New Storm Sewer
- Existing Storm Sewer

N
W E
S

0 150 300 600 Feet

1 inch = 150 feet

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ADDENDUM NO. 2

PROJECT:	South 30th Street Drainage Improvements
TO:	All Bidders and Plan holders
FOR:	Lafayette Renew, City of Lafayette, Indiana
ENGINEER:	Shrewsberry and Associates 7321 Shadeland Station, Suite 160 Indianapolis, Indiana 46256
DATE:	March 19, 2020

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents dated February 20, 2020.

The following is an addition to and modification of the Bidding Requirements and Contract Documents to be included in and made part of the Specifications and Contract Documents for the Lafayette Renew South 30th Street Drainage Improvements Project. This Addendum shall become a part of the Contract Documents. Only the items in this addendum shall be altered; the original Contract Documents shall remain valid in their entirety. Bidders are, therefore, instructed to take the following into account in rendering any Bid for this work. Acknowledge the receipt of this Addendum in the space provided in "ARTICLE 3 – BIDDER'S REPRESENTATIONS" of the BID FORM document.

This Addendum consists of 25 total pages including the following attachments:

- Revised Bid Form (7 pages)
- New Specification Section 015700 – Maintenance of Traffic (8 pages)
- Revised Plan Sheets C401, C402, C403, C404, C405, C407, and C410 (7 pages)

CHANGES TO PRIOR ADDENDA: NONE

CHANGES TO PROCUREMENT REQUIREMENTS:

1. **Replace** Bid Form with Revised Bid Form, included with this addendum - Description of Revisions: On page 5 (ARTICLE 5 – BASIS OF BID):
    a. Pay Item #14 is changed from "PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP WITH NATIVE BACKFILL" to "PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, **12-INCH** RCP WITH NATIVE BACKFILL"

CHANGES TO CONTRACTING REQUIREMENTS: NONE

CHANGES TO SPECIFICATIONS:

2. Revise Table of Contents to include Specification Section 015700 - Maintenance of Traffic in DIVISION 01 – GENERAL REQUIREMENTS.
3. Add Specification Section 015700 – Maintenance of Traffic, as included with this Addendum.
4. Section 312500 – Erosion and Sedimentation Controls, add subparagraph 2.3 - Erosion Control Blankets - Erosion control blankets shall be straw mat per INDOT Standard Specification Section 621.

CHANGES TO DRAWINGS:

5. **Replace Sheet C402 with Revised Sheet C402 (included)** – Description of Revisions: On the STRUCTURE/PIPE KEY NOTES table: Add Key Note 7 – *Abandon Existing Manhole* and revised Key Note 2 to read *Connect Existing Storm Pipe to New Manhole.*

6. **Replace Sheet C403 with Revised Sheet C403 (included)** – Description of Revisions: On the STRUCTURE/PIPE KEY NOTES table: Add Key Note 7 – *Abandon Existing Manhole* and revised Key Note 2 to read *Connect Existing Storm Pipe to New Manhole*. Delete Key Note 3 from storm pipe east of Existing Structure 562. Move arrow for Key Note 2 to storm pipe east of Existing Structure 554 (this arrow is currently pointing to a water main).

7. **Replace Sheet C404 with Revised Sheet C404 (included)** – Description of Revisions: On the STRUCTURE/PIPE KEY NOTES table: Add Key Note 7 – *Abandon Existing Manhole* and revised Key Note 2 to read *Connect Existing Storm Pipe to New Manhole*. Change Key Note 3 to be Key Note 5.

8. **Replace Sheet C405 with Revised Sheet C405 (included)** – Description of Revisions: On the STRUCTURE/PIPE KEY NOTES table: Add Key Note 7 – *Abandon Existing Manhole* and revise Key Note 2 to read *Connect Existing Storm Pipe to New Manhole.* Change Key Note 4 on existing manhole at approximate Sta. 100+30 to Key Note 7. Remove Key Note 3 on existing storm pipe outfall. Move Key Note 3 on existing 15-inch CMP storm pipe to inside of the ten ft. boundaries at the guy anchor berm.

CLARIFICATIONS:

9. On Plan Sheet C405, the existing 15-inch CMP storm pipe beneath the existing guy anchor berm and within 10 feet of the outside of the berm (shown as concentric squares near Sta. 102+00) must be abandoned in place by filling with cellular concrete grout and plugging on both ends per the requirements of the easement agreement with the property owner (SKY-HI Communications, Inc.). Contractor has the option to cut the pipe at 10 feet outside of the berm and fill only that section or fill the entire section of pipe from where the new pipe alignment turns west at proposed Structure G-2B Sta. 102+70 to the existing manhole #11061 at the Southwest corner of the SKY-HI Communications property.

10. **Question:** For the structures with key note 6 to connect new pipe to existing structure, do those have the same inverts or will I have to core a new hole and patch up the old one?

    Answer: The new pipes have the same inverts. The contractor should not need to core a new hole.

11. **Question:** Are both the pipes that will be removed and the pipes that will be grouted included in Bid Item No. 9?

    Answer: No. The cost of removal of the pipes that are being replaced should be included in the cost of the installation of those new pipes as described in Specification Section 012000 – Measurement and Payment Procedures.

12. **Question:** Concerning pay item #7 (Seed Mix D), does this pay item require the old INDOT D mix @ 16 lbs per acre or the new INDOT D mix applied @ 20 lbs per acre with additional cover crop of 50 lbs. per acre?

    Answer: The quantity of Pay Item #7 was calculated based on the currently available (as of 03/19/2020) 2020 INDOT Standard Specifications Manual which lists 16 lbs per acre as the application rate for Seed Mixture D.

13. **Question:** What specific type of erosion blanket is required on this project for Pay Item #8?

    Answer: Straw mat erosion control blankets per INDOT Standard Specification Section 621

14. **Question:** Where is pipe run G6?

    Answer: Pipe G6 is the 12-inch stub in Structure G6 which can be seen in the detail for Structure G6 on Sheet C801.

15. **Question:** Item 13 and 14 seem to be the same thing, is Pay Item #14 supposed to be for 12-inch pipe?

    Answer: Yes, Pay Item #14 should be for PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 12-INCH RCP WITH NATIVE BACKFILL. A revised version of the bid form is included with this addendum.

16. **Question:** For item #42 are we to use the asphalt pavement repair detail on the city standards on sheet 5 (5" Base / 1.5" Surface)?

    Answer: Yes, use the Asphalt Pavement Repair detail for Permanent Pavement Restoration on Sheet 5 of the City of Lafayette, Indiana Typical Construction Guidelines and Details.

END OF ADDENDUM

CERTIFIED BY:

ROBYN M. TOOLE
REGISTERED
No.
PE11100669
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Robyn M. Toole
Senior Project Manager
Shrewsberry & Associates, LLC

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lafayette, 20 North 6th Street, Lafayette, Indiana 47901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

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such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION AND DEMOBILIZATION	LS	1		
2	CONSTRUCTION ENGINEERING	LS	1		
3	EROSION CONTROL	LS	1		
4	MAINTENANCE OF TRAFFIC	LS	1		
5	CLEARING AND GRUBBING	AC	2.2		
6	EXCAVATION	CYS	22,200		
7	PERMANENT SEEDING (INDOT SEED MIXTURE D)	LBS	70		
8	EROSION CONTROL BLANKETS	SYS	12,150		
9	STORM SEWER PIPE ABANDONMENT	LFT	280		
10	STORM MANHOLE ABANDONMENT	EA	1		
11	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP WITH NATIVE BACKFILL	LFT	1,224		
12	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP WITH NATIVE BACKFILL	LFT	63		
13	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP WITH NATIVE BACKFILL	LFT	10		
14	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, **12-INCH** RCP WITH NATIVE BACKFILL	LFT	6		
15	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP, WITH GRANULAR BACKFILL	LFT	419		
16	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP, WITH GRANULAR BACKFILL	LFT	462		
17	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP, WITH GRANULAR BACKFILL	LFT	153		
18	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 15-INCH RCP, WITH GRANULAR BACKFILL	LFT	126		
19	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 12-INCH RCP, WITH GRANULAR BACKFILL	LFT	179		

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20	BOX CULVERT, OPEN CUT INSTALLATION, ALL DEPTHS, REINFORCED CONCRETE, 48-INCH X 24-INCH WITH GRANULAR BACKFILL	LFT	48		
21	CONCRETE END SECTION WITH TRASH GUARD, 30-INCH	EA	2		
22	CONCRETE END SECTION WITH TRASH GUARD, 24-INCH	EA	5		
23	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	3		
24	MANHOLE, STANDARD, ALL DEPTHS, 60-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	6		
25	MANHOLE, STANDARD, ALL DEPTHS, 72-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	2		
26	MANHOLE, DOGHOUSE, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	1		
27	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND FLAT GRATE CASTING	EA	1		
28	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND BEEHIVE GRATE CASTING	EA	1		
29	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 5 CFS TREATMENT CAPACITY	EA	1		
30	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 8.7 CFS TREATMENT CAPACITY	EA	1		
31	PRE-CAST DETENTION OUTLET STRUCTURE	EA	1		
32	PAVED SIDE DITCH, MODIFIED TYPE C	LFT	570		
33	PAVED SIDE DITCH, MODIFIED TYPE D	LFT	250		
34	REVETMENT RIPRAP	TON	50		
35	GEOTEXTILE	SYS	80		
36	TEMPORARY FENCING	LFT	285		
37	FENCE, CHAIN LINK, RESET	LFT	200		
38	FENCE, WOOD, RESET	LFT	160		
39	PAVEMENT CORE, 4 IN.	EA	1		
40	MILLING, ASPHALT, MAX OF 1 ½ IN.	SYS	1,200		
41	QC/QA-HMA, 4, 64, SURFACE, 9.5 mm	TON	90		
42	FULL DEPTH PATCHING (undistributed)	TON	10		

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43	PAINTED PAVEMENT MARKINGS, SOLID, YELLOW, 4-INCHES WIDE	LFT	550		
44	PAINTED PAVEMENT MARKINGS, SOLID, WHITE, 4-INCHES WIDE	LFT	550		
Total of All Unit Price Bid Items					$

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

Total of Unit Price Bid Items = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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SECTION 015700 – MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Traffic flow restrictions
2. Local traffic
3. Through Traffic
4. Traffic Control
5. Traffic Maintained
6. Pavement Marking Operations
7. Flagman
8. Performance
9. General Maintenance of Traffic

B. Related Sections
1. 015000 – Temporary Facilities and Controls

1.2 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

B. Submit Maintenance of Traffic Plan for approval by the Engineer.

1.3 QUALITY ASSURANCE

A. Conform to applicable state and local codes including the Indiana Manual of Uniform Traffic Control Devices (IMUTCD).

B. Perform Work according to City of Lafayette Typical Construction Guidelines and Details.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All barricades, signs, cones, lights and other types of devices to handle traffic, as indicated on the Drawings or directed by DC Water, shall conform to details shown on the Drawings or those indicated in the Indiana Manual of Uniform Traffic Control Devices (IMUTCD).

PART 3 - EXECUTION

3.1 TRAFFIC FACILITIES AND TRAFFIC CONTROL – GENERAL

A. The cost of maintaining traffic over the section of road undergoing improvement and the cost of the construction and maintenance of such necessary features as approaches, crossings, and intersections shall be included in the contract unit price bid for Maintenance of Traffic.

B. The road shall be kept open to all traffic while undergoing improvements. Where approved by the Engineer, the traffic may be bypassed over an approved detour route. The detour route markings shall be erected, maintained, and removed by Contractor. Maintenance of traffic shall be in accordance with the details as shown on the approved Maintenance of Traffic Plan or as directed.

C. The portion of the roadway being used by public traffic shall be kept in such condition that traffic will be adequately accommodated. Drums in accordance with Section 801.09 of the Indiana Department of Transportation (INDOT) Standard Specifications shall be placed at 200 ft. intervals where drop-offs are greater than 3 in. adjacent to the shoulder until the aggregate or earth wedge has been placed. Temporary approaches to businesses, parking lots, residences, garages, farms, crossings, intersections with trails, roads and streets shall be provided in a safe condition. All traffic control devices shall be maintained at no additional cost to Owner.

D. Regulatory controls shall not be changed without prior approval. Regulatory control devices may be relocated in order to permit necessary construction, providing these control devices remain effective and convey the intended meaning after relocation to a position which complies with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD). After completion of the construction, regulatory control devices which were relocated to facilitate construction shall be permanently installed with no additional payment, in accordance with the plans, or as otherwise directed. Any traffic control devices damaged, while being moved or handled, shall be replaced with no additional payment. All other traffic control devices necessary to maintain safe traffic operations and routings shall not be removed, changed, or relocated, except as authorized. Traffic control devices removed without authorization shall be replaced with no additional payment.

E. Contractor shall obtain all permits required for work within public right of way, including the closure of traffic lanes, from the City of Lafayette and INDOT where applicable.

F. Facilities for vehicular and pedestrian traffic as required for the project, including all temporary walks, roads, bridges, culverts, and traffic control devices, shall be constructed and maintained by Contractor.

G. During the progress of the Work, Contractor shall make ample provision for both vehicular and foot traffic on any public road and shall indemnify and hold harmless Owner from any expense whatsoever due to Contractor's operations over said roadways. Contractor shall organize and conduct its work such that traffic can be properly maintained.

H. The provisions of this Section shall not in any way relieve Contractor of any of its legal responsibilities or liabilities for the safety of the public. Contractor shall provide and maintain safeguards, safety devices, and protective equipment and take any other needed actions that may be necessary to protect the public and property in connection with the Work. Contractor shall restore all original pavement markings, signs, and traffic control devices.

3.2 LOCAL TRAFFIC

A. For local traffic, Contractor shall provide and maintain in a safe condition, including snow and ice removal, such drives, temporary roadways, bypasses, sidewalks, or temporary structures as may be necessary to provide vehicular and pedestrian ingress and egress for the residents and facilities adjacent to the improvements. Temporary approaches and crossings of intersecting highways shall also be provided and maintained in a safe condition.

B. Contractor shall also provide free access to all municipal, commercial, residential, and factory entrances, fire hydrants and water and gas valves located along the line of its work. Contractor shall lay and maintain temporary driveways, bridges, and trench crossings which in the opinion of Engineer or Owner are necessary to maintain access to factories and to reasonably accommodate the public at no additional cost to Owner.

3.3 THROUGH TRAFFIC

A. When the street affected by Project construction is being used by through traffic including periods of suspension of the Work, Contractor shall so maintain by the use of labor, equipment, and materials that portion of the street being used, such that it is smooth, free from holes, ruts, ridges, bumps, and dust. The street being used shall be provided with snow removal and the necessary outlets to drain freely. Pipe trenches or other openings left in hard surface pavements shall be maintained with material as specified.

B. The proper authorities shall have the right to enter upon that portion of the Work where Contractor is responsible for maintaining traffic to remove snow and ice and place abrasives at their own expense, as necessary. Contractor shall be responsible for the removal of abrasives placed, for which no claim for additional compensation shall be allowed nor shall Contractor be relieved in any way of its obligation for maintenance of traffic.

C. Contractor shall lay and maintain temporary bridges and trench crossings such as in the opinion of Engineer and Owner are necessary to accommodate through traffic and the general public. All temporary crossings shall be submitted to Engineer, in accordance with Section 1.2 of this specification. Temporary bridges and trench crossings shall be designed, signed, and sealed by a licensed professional engineer registered in the State of Indiana.

3.4 TRAFFIC CONTROL

A. The installation, maintenance, and operation of all traffic controls and traffic control devices shall conform to the requirements of the INDOT Standard Specifications and the Indiana Manual on

Uniform traffic control Devices. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.

B. Faces of construction signs, barricades, vertical panels and drum banks shall be suitably reflectorized using sheeting complying with the requirements of the INDOT Standard Specifications Article 801.04.

C. Traffic cones shall be a highly visible orange color. Pavement markings for traffic maintenance shall conform to the INDOT Standard Specifications Article 801.12 unless otherwise specified.

D. Barricades and channelizing devices such as cones, vertical panels, hazard markers, and drums shall be highly visible. They shall also be protected by adequate advance warning devices and by suitable lighting or reflectorization at night (between the hours of sunset to sunrise). All such devices shall be provided by Contractor. Detour signs, traffic control signs, barricades, construction lighting, etc. shall be replaced whenever damaged, stolen or vandalized.

E. Equipment and material stored on the street shall be marked at all times. At night any such material or equipment stored between the side ditches, or between lines 5 feet behind any raised curbs, shall be clearly outlined with dependable lighted devices that are approved by Engineer. In addition, Contractor shall provide any other lights, barricades, etc., that may be needed for the protection of pedestrian traffic.

F. The removal of any existing pavement markings necessary to conform with the design or the sequence of operations of any phase of construction of this project shall be in accordance with Section 808.10 of the INDOT Standard Specifications with the exception that such removal will not be paid for directly but shall be included in the pay item for "Maintenance of Traffic" as described in Section 012000 – Measurement and Payment Procedures.

3.5 TRAFFIC MAINTAINED

A. Special Detours: When necessary to maintain traffic, the payment for special detours shall cover all cost of constructing and maintaining such detour or detours, including the construction of temporary bridges and accessory features and the removal of the same in accordance with Section 713 of the INDOT Standard Specifications.

B. Maintenance Directed by Engineer: If special maintenance is directed for the benefit of the traveling public, payment will be made on the basis of unit prices or in accordance with the Contract Documents for extra or unforeseen Work. Engineer will be the sole judge of work to be classed as special maintenance.

C. Replacement of Driveway Culverts: At no time shall the Contractor close any entrance to a property without the approval of the property owner or business owner operating at that location. The length of time and scheduling for closure of any driveway shall be coordinated with the property owner or business owner.

D. Detour Routes: All detour routes must be approved by the Owner and Engineer. Traffic shall not be routed via detour through an intersection that does allow for both a left and right turn (the intersection at Concord Road and Teal Road).

E. Maintaining Traffic – Storm Sewer Construction: Maintenance of traffic shall be the sole responsibility of Contractor. Access and traffic to all businesses and residences, for all postal deliveries and all emergency traffic such as police, fire, medical, etc. within the project limits, shall be maintained at all times.

1. Unless otherwise directed, or permitted, the work specified shall be arranged and prosecuted in accordance with all applicable provisions of this Technical Specification, the Contract Documents, and Section 801 of the INDOT Standard Specifications and as set out herein.
2. The names and telephone numbers of Contractor's superintendent and two other responsible employees shall be furnished at the pre-construction conference.
3. These employees shall be on call and available at nights, weekends, or during other non-working periods to repair or replace all traffic control devices which may become damaged or inoperative.
4. In the event Contractor requests to perform an alternative traffic maintenance that is not in accordance with the sequence of operations as called for within the approved Maintenance of Traffic Plan, Contractor shall submit its alternate plan in writing to Engineer and obtain approval at least 2 weeks prior to the commencement of these activities.
5. When conduit or cable is being placed between 7:00 A.M. and 6:00 P.M. steel plating shall be utilized in order to ensure that movement through the intersection is not deterred.
6. Open trenches, if permitted by Engineer shall be spanned per current OSHA requirements and with the concurrence of Engineer.
7. Trenching in the streets shall not be left open during off-working hours. The trenches shall be either backfilled with crushed stone or steel plated per current Owner's ordinances or regulations.

F. Maintaining Traffic - Resurfacing Operations: Maintenance of traffic shall be the sole responsibility of Contractor. Access and traffic to all businesses and residences, for all postal deliveries and all emergency traffic such as police, fire, medical, etc. within the project limits, shall be maintained at all times.

1. Unless otherwise directed or permitted by Engineer, Contractor shall schedule its work to maintain two-way traffic at all times.
2. The traffic control for resurfacing requires a minimum of two (2) uniformed flaggers or two (2) Contractor's employees with suitable training, orange vest, paddleboards and any other required or needed items.
3. The restriction of lanes on roadways with two (2) or more lanes requires Contractor to furnish and maintain a flashing arrow sign with minimum size of board 36" x 72". It shall be operated continuously when necessary to divert traffic and shall be a portable sign panel equipped with fifteen (15) hooded, amber sealed beam lamps arranged to form a double arrow. The power source to the unit shall be a portable generator or approved commercial source capable of continuous operation. Contractor shall use traffic cones to channel traffic into

the appropriated lane channel when resurfacing roadways with three (3) or more lanes.

4. Surface Removal (Residential and Thoroughfare) shall require at least three (3) traffic control personnel.
5. Contractor shall protect traffic on all streets while moving equipment throughout this project.
6. Contractor shall schedule the work of adjusting castings on roadways with four (4) or more lanes in order to maintain an unobstructed lane of traffic in each direction at all times. The use of arrow boards and traffic cones or drums shall be required.
7. Construction signs for Residential streets may be "Portable Type" as set out in Section 801.03 of the INDOT Standard Specifications.

H. Where a street affected by Project construction is being used by through traffic, including periods of suspension of the Work, Contractor shall furnish and maintain pavement markings, lights, warning signs, road construction - traffic maintained signs and end construction signs, barricades, temporary guardrail, and such other traffic control devices, and watchmen and flaggers as may be necessary to maintain safe traffic conditions within the work limits.

I. Contractor shall furnish and erect regulatory signs and guide signs within the work limits on all traffic maintained projects. The responsibility for maintenance of these signs shall rest with Contractor. The erection and removal of all regulatory signs shall be approved by Engineer.

J. Existing signs and traffic control devices within the work limits shall remain in use during the construction period. If Contractor needs to relocate or modify existing signs or traffic control devices as a consequence of its work, Contractor shall provide suitable supports and may modify the devices after receiving prior approval from Engineer and the maintaining agency. Routine maintenance of existing traffic control devices will remain the responsibility of the maintaining agency. The function of existing Stop or Yield signs shall be retained at all times although their position may be adjusted. Existing signs that must be relocated laterally shall be placed in accordance with the INDOT Standard Specifications. Contractor shall restore all relocated or modified signs to the position and condition which existed prior to construction.

K. When an existing signal operation must be interrupted for a period, Contractor shall provide a temporary traffic control method approved by Engineer and the authority maintaining the signal at no additional cost to Owner.

L. Whenever it is necessary for Contractor to divert the flow of traffic from its normal channel into another channel, the channel for such diverted traffic shall be clearly marked by Contractor with cones, drums, barricades, vertical panels, pavement markings, or flashing arrow panels. This method of marking shall also be used where work is being done adjacent to the part of the street or highway in use by the public or where work is being done on the shoulder where the roadway is being used by the public. During darkness hours,

barricades and drums shall be supplemented with yellow flashing or steady burning electric warning lights in accordance with the INDOT Standard Specifications.

M. Contractor shall obtain the approval of Engineer and the proper authorities before closing a traffic lane or establishing a one-way traffic operation.

3.6 PAVEMENT MARKING OPERATIONS

A. Moving marking operations shall be performed by a truck equipped with necessary flashers and warning signs and shall be protected by a similarly equipped trailing vehicle or vehicles separated a sufficient distance to provide adequate advance warning to overtaking traffic. The marking operation should use the extreme left or right lane when possible. Where 3 or more lanes exist, the operation shall allow traffic to pass on one side only.

B. Stationary marking operations in intersections, school zones, gores and other areas shall be protected with traffic control devices such as advance warning signs and cones.

3.7 FLAGMEN

A. Whenever one-way traffic is established, at least 2 flagmen shall be used unless otherwise permitted by Engineer, and signs, cones, barricades and other traffic control devices shall be erected by Contractor in accordance with the INDOT Standard Specifications. Traffic control devices shall be reflectorized as previously noted herein. Contractor shall maintain positive and quick means of communication between the flagmen at the opposite ends of the restricted area.

B. Flagmen shall be equipped according to the INDOT standards for flagging traffic. At night, flagmen stations shall be adequately illuminated, and flagmen shall use a reflectorized Stop/Slow sign or a red light approved by Engineer.

C. The control and regulation of traffic by the flagmen and performance of their duties shall conform to the INDOT Standard Specifications. Contractor may, in lieu of flagmen, or supplementing them, furnish, install and operate a temporary traffic signal or signals, for the purpose of regulating traffic in accordance with a written agreement approved by Owner and the proper authorities.

3.8 PERFORMANCE

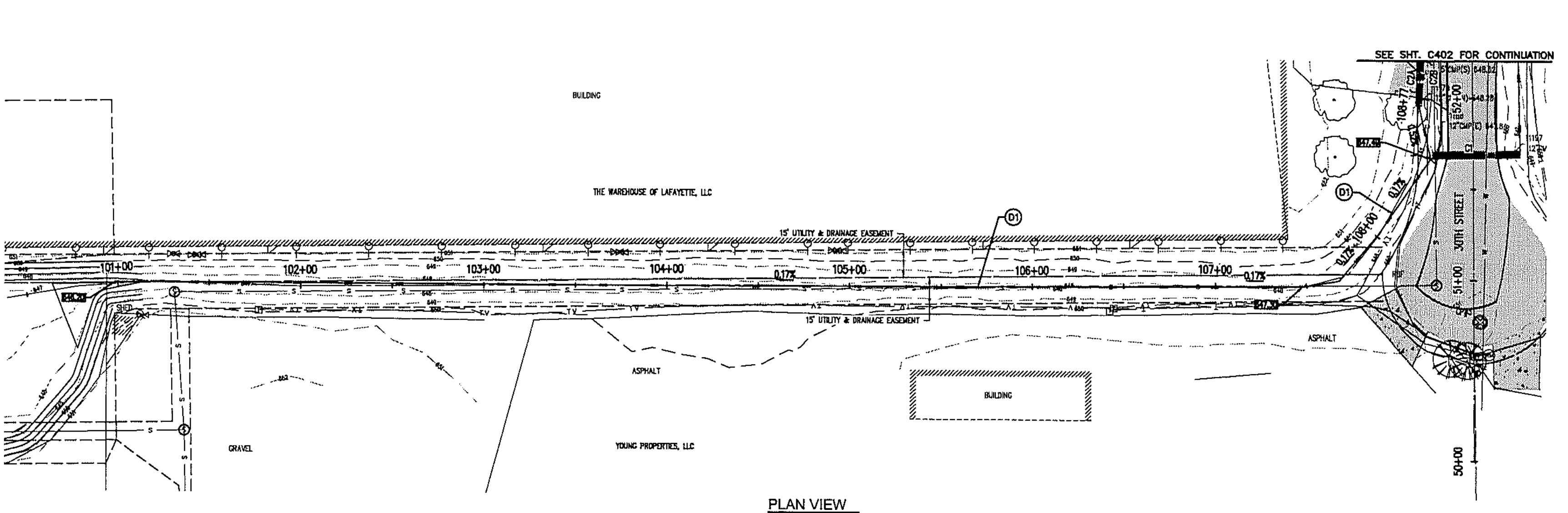
A. In the event of Contractor's failure to comply with these provisions, Owner may cause the same to be done and will deduct the cost of such work from any monies due or to become due to Contractor under this agreement, but the performance of such work by Owner or at its insistence shall serve in no way to release Contractor from its general or particular liability for the safety of the public or of the Work.

3.9 GENERAL MAINTENANCE OF TRAFFIC

A. Unless otherwise permitted, directed, or ordered by Owner or Engineer, traffic shall be specifically maintained as follows:

1. A minimum of one lane for emergency vehicles is to be provided at all times on all streets affected by this project.
2. All trenches and openings shall be backfilled as soon as possible or as specified, and the pavement restored.
3. Contractor shall confer with Engineer, local property owners, and others who may be affected by the Project before starting any work at locations affecting said parties, and the carrying out of this work with respect to traffic maintenance shall be covered by agreements reached at such conferences.
4. The location, design, and construction of driveways, roads, and access and egress points for construction equipment vehicles to public streets which may be required by Contractor for construction on easements and other locations shall be approved by Engineer. All such points shall be provided with adequate warning signs.
5. No parking or standing of vehicles or construction equipment on streets will be permitted.
6. Contractor shall provide dust control on all streets in this project as per INDOT Standard Specifications and the provisions of the General Conditions and of Section 015000 – Temporary Facilities and Controls to the satisfaction of Engineer and Owner.
7. Contractor shall provide at least one off-duty City of Lafayette police officer to assist in the control and regulation of traffic when it is necessary for its construction operations. The cost for these services shall be included in the prices stipulated for the various Bid items in the proposal.
8. Pavement and shoulders having an edge drop of more than three inches shall be delineated with drums in accordance with Section 801.09 of the INDOT Standard Specifications. Delineation shall be at a maximum spacing of 200 feet. The use of cones in accordance with Section 801.08 of the INDOT Standard Specifications will be permitted during daylight hours in lieu of drums.
9. If it is necessary to close a road for the purpose of installing or replacing a storm or sanitary pipe and/or structure, the road shall not be closed until the pipe and/or structure is at the project site.
10. At least three weeks before a road is to be closed to traffic, notification shall be given of such intention. Detour route marker assemblies shall be erected and maintained along the detour route as directed by Engineer or Owner. Barricades shall not be erected, nor the traffic interfered with, until approved.

END OF SECTION 015700



PLAN VIEW
Scale: 1" = 30'

DITCH KEY NOTES:

(D1) DITCH CROSS-SECTION TO HAVE 10-FT BOTTOM WIDTH AND 3:1 SIDE SLOPES

NOTE:

WORK WITHIN THE RIGHT-OF-WAY SHALL NOT BEGIN UNTIL A MAINTENANCE OF TRAFFIC PLAN (PER SPECIFICATION SECTION 015700) HAS BEEN SUBMITTED AND APPROVED BY THE ENGINEER.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

shrewsberry

ROBYN M. TOOLE REGISTERED No. PE11100669 STATE OF INDIANA PROFESSIONAL ENGINEER

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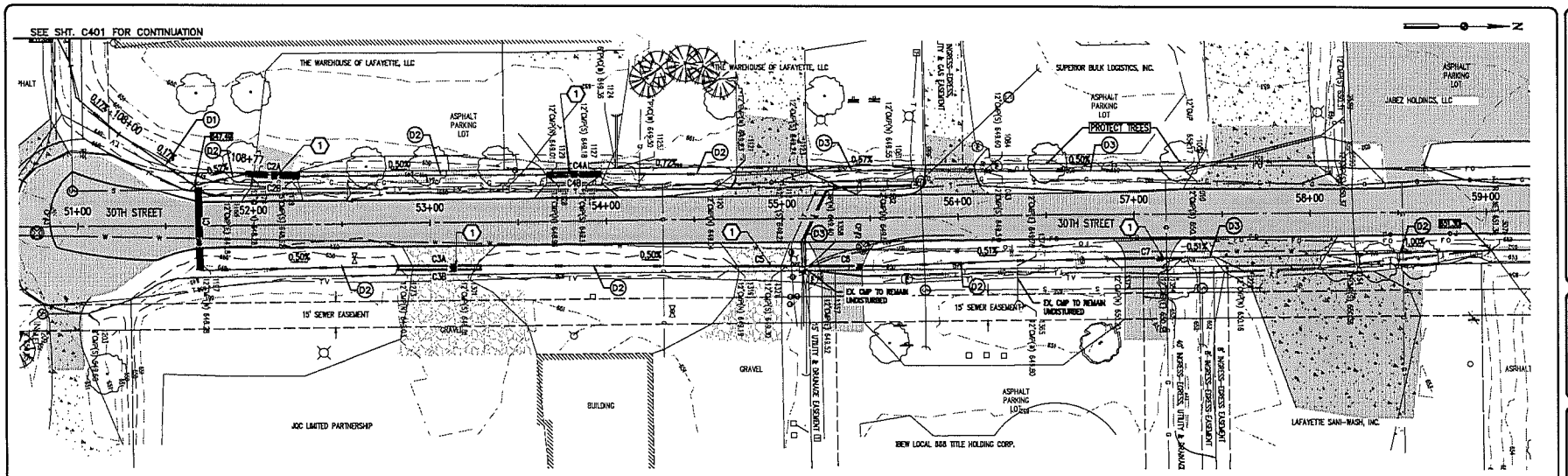
SOUTH 30TH STREET DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

DATE: 02/20/20
PROJECT NO.: 17-0046
DRAWN BY: BAB
CHECKED BY: RMT
DRAWING STATUS: 100% PLANS
SHEET TITLE: EXISTING SIDE DITCH REGRADING AND PROPOSED CULVERTS PLAN
SHEET NO.: C401
TOTAL SHTS: 24



PLAN VIEW
Scale: 1" = 30'

STRUCTURE/PIPE KEY NOTES:

1. REMOVE EXISTING STORM CULVERT PIPING
2. CONNECT EXISTING STORM PIPE TO NEW MANHOLE
3. EXISTING STORM PIPE TO BE FILLED WITH CELLULAR CONCRETE GROUT AND PLUGGED
4. REMOVE EXISTING MANHOLE
5. PLUG EXISTING MANHOLE PIPE PENETRATION
6. CONNECT NEW PIPE TO EXISTING STRUCTURE
7. ABANDON EXISTING MANHOLE BY PLUGGING ALL PIPES, FILL WITH CELLULAR CONCRETE GROUT TO 3FT BELOW SURFACE, REMOVE CONE PORTION OF MANHOLE, AND BACKFILL PER SPECIFICATION SECTION 312316.13.

NOTE:

WORK WITHIN THE RIGHT-OF-WAY SHALL NOT BEGIN UNTIL A MAINTENANCE OF TRAFFIC PLAN (PER SPECIFICATION SECTION 015700) HAS BEEN SUBMITTED AND APPROVED BY THE ENGINEER.

DITCH KEY NOTES:

- D1 DITCH CROSS-SECTION TO HAVE 10-FT BOTTOM WIDTH AND 3:1 SIDE SLOPES
- D2 DITCH CROSS-SECTION TO HAVE 6-FT BOTTOM WIDTH AND 3:1 SIDE SLOPES
- D3 DITCH CROSS-SECTION TO HAVE 4-FT BOTTOM WIDTH AND 3:1 SIDE SLOPES

BAR IS ONE INCH ON ORIGINAL DRAWING.

REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

shrewsberry

ROBYN M. TOOLE
REGISTERED
No. PE11100669
STATE OF INDIANA
PROFESSIONAL ENGINEER

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SOUTH 30TH STREET
DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

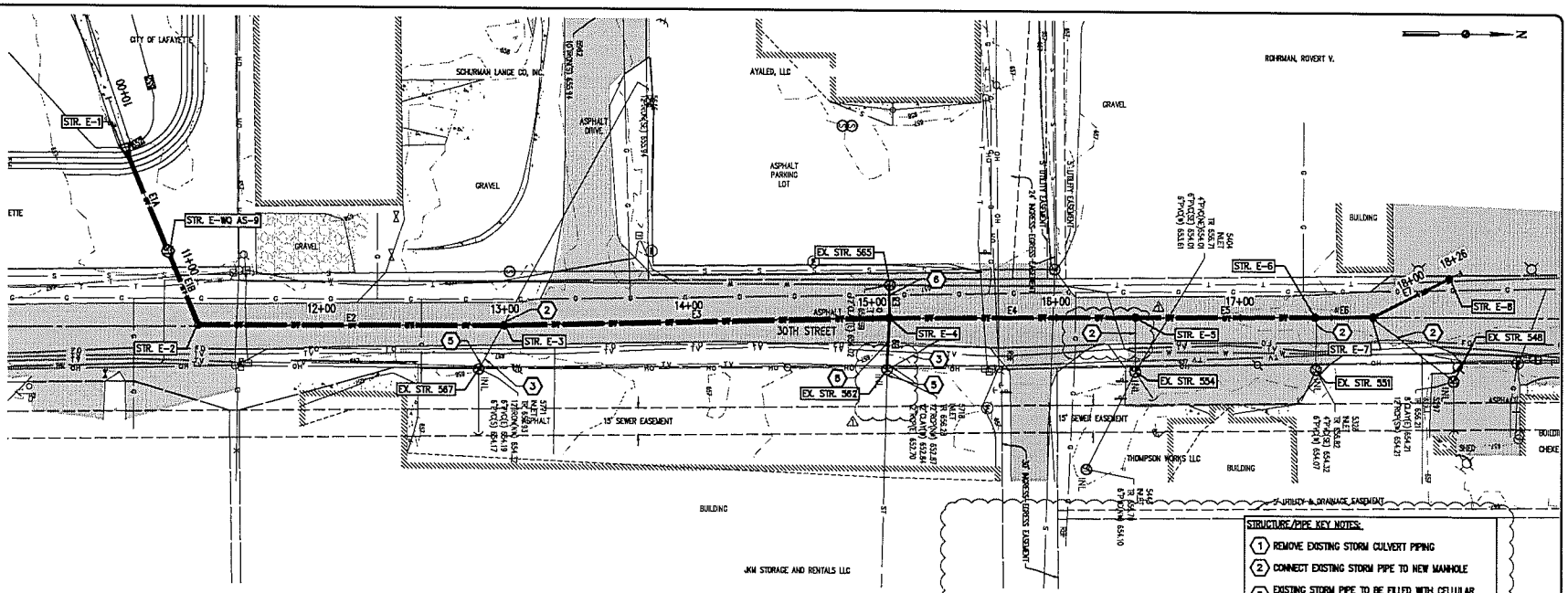
DATE: 02/20/20	PROJECT NO.: 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: EXISTING SIDE DITCH REGRADING AND PROPOSED CULVERTS PLAN

SHEET NO.: C402

TOTAL SHTS: 24



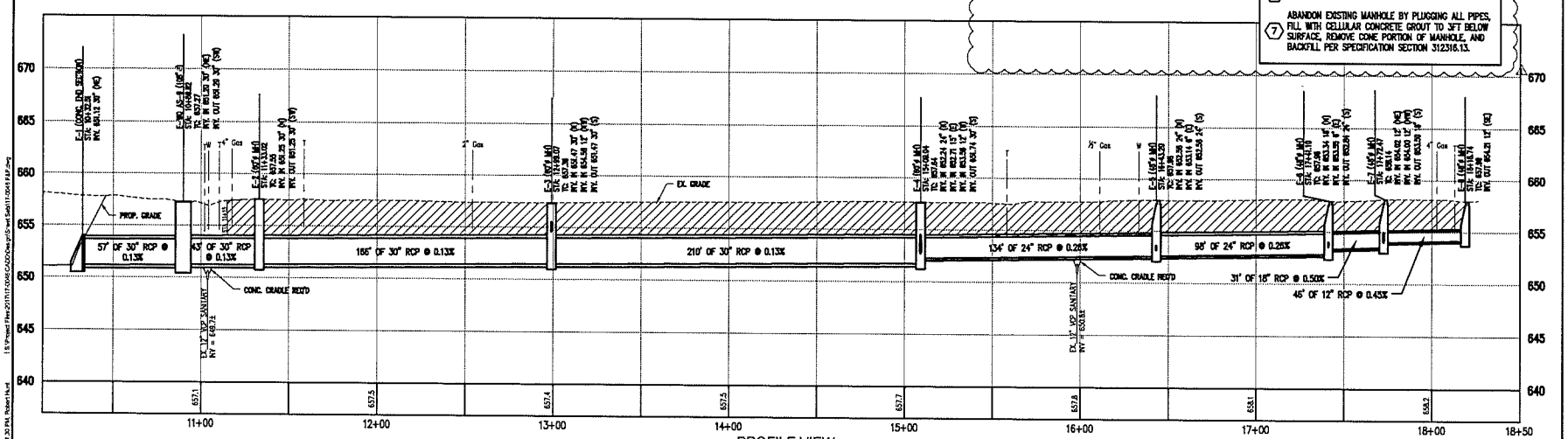
PLAN VIEW
Scale: 1" = 30'

NOTE:

WORK WITHIN THE RIGHT-OF-WAY SHALL NOT BEGIN UNTIL A MAINTENANCE OF TRAFFIC PLAN (PER SPECIFICATION SECTION 015700) HAS BEEN SUBMITTED AND APPROVED BY THE ENGINEER.

STRUCTURE/PIPE KEY NOTES:

1. REMOVE EXISTING STORM CULVERT PIPING
2. CONNECT EXISTING STORM PIPE TO NEW MANHOLE
3. EXISTING STORM PIPE TO BE FILLED WITH CELLULAR CONCRETE GROUT AND PLUGGED
4. REMOVE EXISTING MANHOLE
5. PLUG EXISTING MANHOLE PIPE PENETRATION
6. CONNECT NEW PIPE TO EXISTING STRUCTURE
7. ABANDON EXISTING MANHOLE BY PLUGGING ALL PIPES, FILL WITH CELLULAR CONCRETE GROUT TO 3FT BELOW SURFACE, REMOVE CONE PORTION OF MANHOLE, AND BACKFILL PER SPECIFICATION SECTION 312316.13.



PROFILE VIEW
Scale: 1" = 30' HORIZ.
1" = 5' VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

shrewsberry

ROBYN M. TOOLE
REGISTERED
No. PE11100669
STATE OF INDIANA
PROFESSIONAL ENGINEER

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SOUTH 30TH STREET
DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

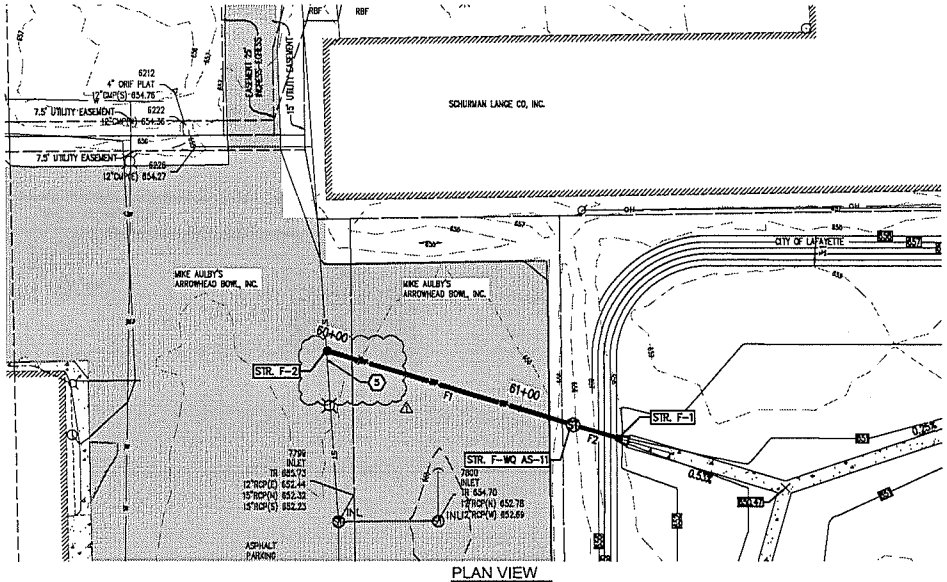
DATE: 02/20/20	PROJECT NO.: 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: PROPOSED STORM SEWER PLAN AND PROFILE

SHEET NO.: C403

TOTAL SHTS: 24

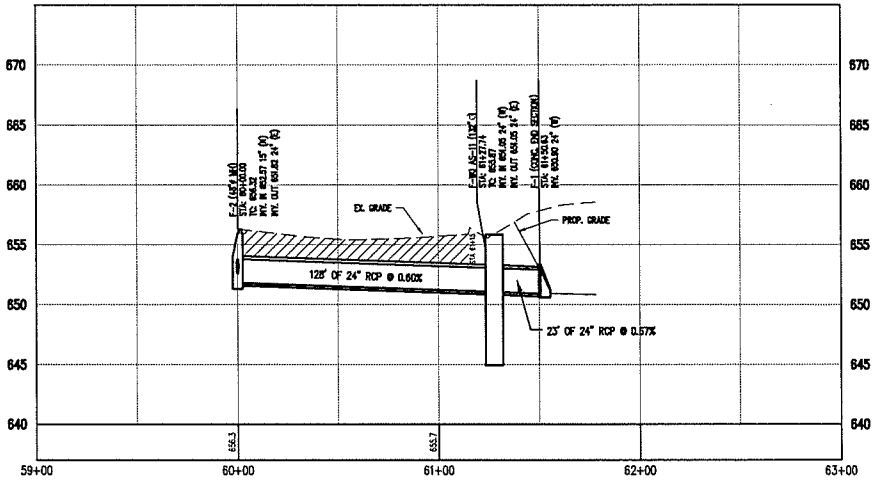


PLAN VIEW
Scale: 1" = 30'

STRUCTURE/PIPE KEY NOTES:

1. REMOVE EXISTING STORM CULVERT PIPING
2. CONNECT EXISTING STORM PIPE TO NEW MANHOLE
3. EXISTING STORM PIPE TO BE FILLED WITH CELLULAR CONCRETE GROUT AND PLUGGED
4. REMOVE EXISTING MANHOLE
5. PLUG EXISTING MANHOLE PIPE PENETRATION
6. CONNECT NEW PIPE TO EXISTING STRUCTURE
7. ABANDON EXISTING MANHOLE BY PLUGGING ALL PIPES, FILL WITH CELLULAR CONCRETE GROUT TO 3FT BELOW SURFACE, REMOVE CONE PORTION OF MANHOLE, AND BACKFILL PER SPECIFICATION SECTION 312318.13.

N



PROFILE VIEW
Scale: 1" = 30' HORZ.
1" = 5' VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

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ROBYN M. TOOLE
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PROFESSIONAL ENGINEER

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SOUTH 30TH STREET DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

DATE: 02/20/20	PROJECT NO.: 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: PROPOSED STORM SEWER PLAN AND PROFILE

SHEET NO.: C404

TOTAL SHTS: 24

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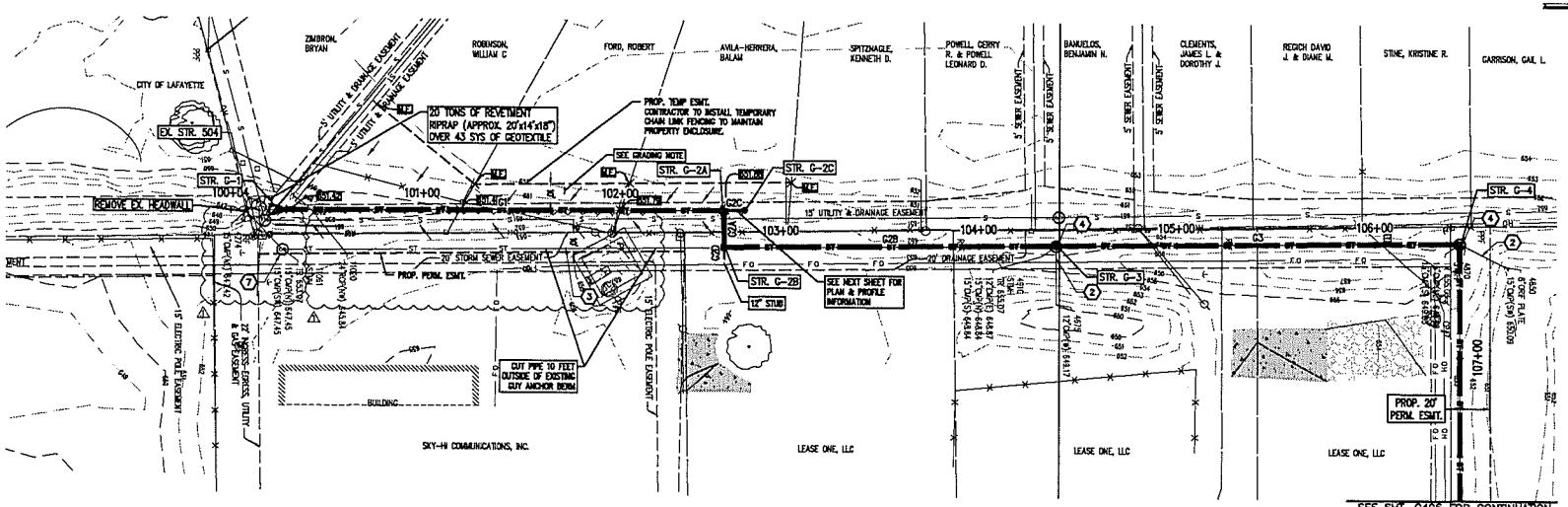
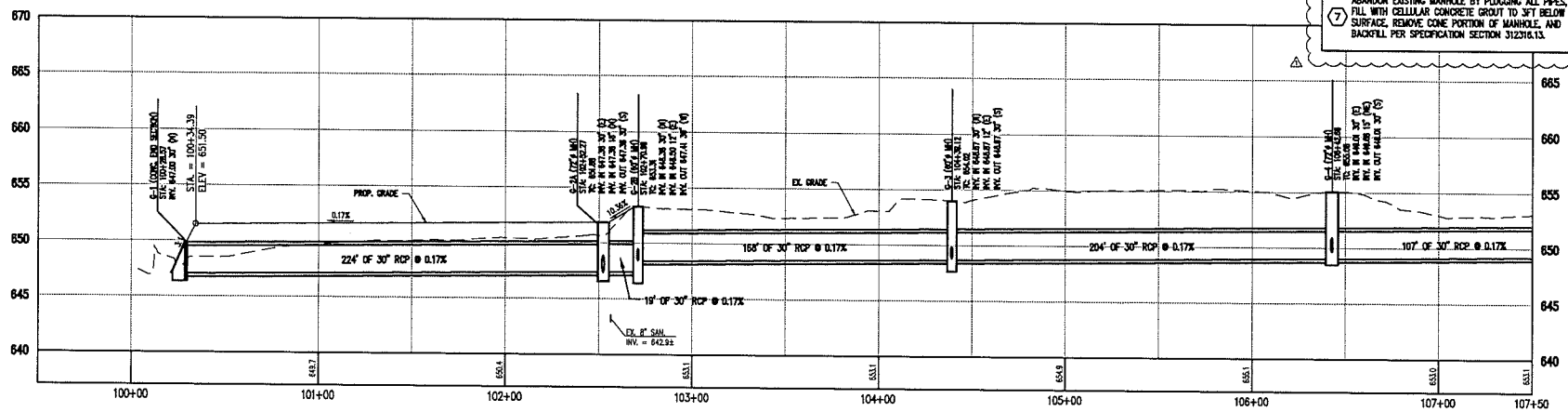


PLAN VIEW
Scale: 1" = 30'

GRADING NOTE:
CONTRACTOR TO REMOVE DITCH FROM STATION 100+30 TO APPROXIMATELY STATION 102+52. REGRADE AREA TO PROVIDE 2' COVER OVER PROPOSED STORM SEWER. MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. SLOPE GRADE TOWARDS PROPOSED STRUCTURE G-1.

STRUCTURE/PIPE KEY NOTES:

1. REMOVE EXISTING STORM CULVERT PIPING
2. CONNECT EXISTING STORM PIPE TO NEW MANHOLE
3. EXISTING STORM PIPE TO BE FILLED WITH CELLULAR CONCRETE GROUT AND PLUGGED
4. REMOVE EXISTING MANHOLE
5. PLUG EXISTING MANHOLE PIPE PENETRATION
6. CONNECT NEW PIPE TO EXISTING STRUCTURE
7. ABANDON EXISTING MANHOLE BY PLUGGING ALL PIPES, FILL WITH CELLULAR CONCRETE GROUT TO 3FT BELOW SURFACE, REMOVE CONE PORTION OF MANHOLE, AND BACKFILL PER SPECIFICATION SECTION 312316.13.



PROFILE VIEW
Scale: 1" = 30' HORIZ.
1" = 5' VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING.

REVISIONS		
NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

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ROBYN M. TOOLE REGISTERED No. PE11100669 STATE OF INDIANA PROFESSIONAL ENGINEER

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SOUTH 30TH STREET DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

DATE: 02/20/20	PROJECT NO. 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: PROPOSED STORM SEWER PLAN AND PROFILE

SHEET NO. C405

TOTAL SHTS: 24

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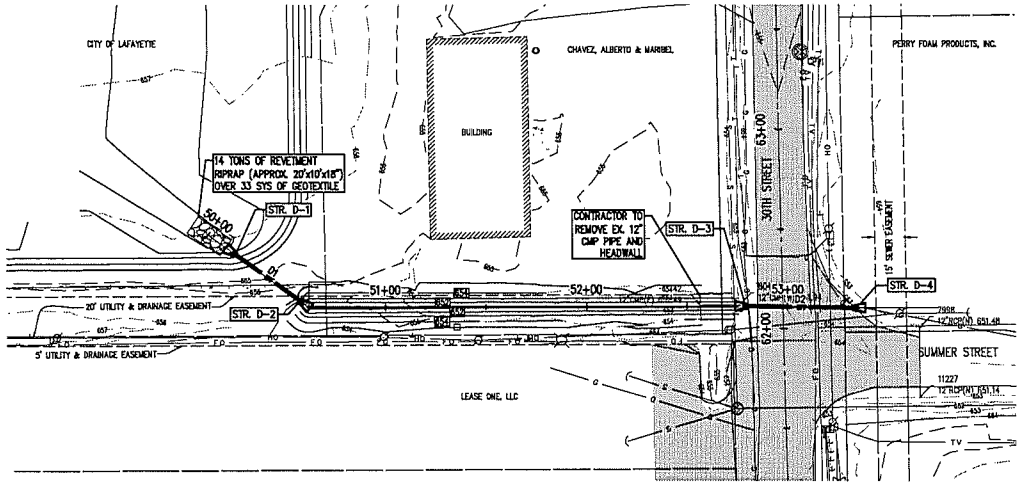
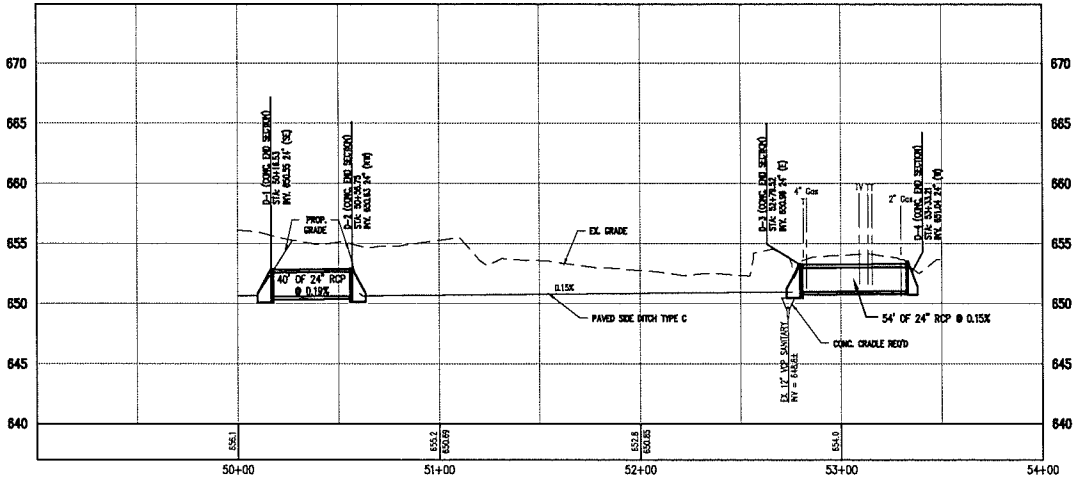


PLAN VIEW
Scale: 1" = 30'

NOTE:
WORK WITHIN THE RIGHT-OF-WAY SHALL NOT BEGIN UNTIL A MAINTENANCE OF TRAFFIC PLAN (PER SPECIFICATION SECTION 015700) HAS BEEN SUBMITTED AND APPROVED BY THE ENGINEER.



PROFILE VIEW
Scale: 1" = 30' HORIZ.
1" = 5' VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING.
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REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE KEY NOTES

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RODYNN M. TOOLE
REGISTERED
No. PE11100669
STATE OF INDIANA
PROFESSIONAL ENGINEER

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SOUTH 30TH STREET
DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

DATE: 02/20/20	PROJECT NO.: 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: PROPOSED STORM SEWER PLAN AND PROFILE

SHEET NO.: C407

TOTAL SHEETS: 24

3/16/2020 1:31 PM Robert.Lot
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STRUCTURE TABLE

STR	N:	E:	DESC.	RIM	CASTING	UP	DOWN	REMARKS
D-1	1873554.95	3014127.53	CONC. END SECTION	652.89		24" 650.55 (SE)		WITH TRASH GUARD
D-2	1873531.33	3014160.07	CONC. END SECTION	652.96			24" 650.63 (NW)	WITH TRASH GUARD
D-3	1873528.98	3014381.66	CONC. END SECTION	653.29		24" 650.95 (E)		WITH TRASH GUARD
D-4	1873528.12	3014435.34	CONC. END SECTION	653.54			24" 651.04 (W)	WITH TRASH GUARD
E-1	1873888.14	3014301.64	CONC. END SECTION	653.99		30" 651.12 (NE)		WITH TRASH GUARD
E-2	1873906.88	3014394.39	60" MH	657.55		30" 651.25 (N)	30" 651.25 (SW)	NEENAH R-1772 CASTING
E-3	1874072.90	3014393.62	60" MH	657.36		30" 651.47 (N) 12" 654.58 (NW)	30" 651.47 (S)	NEENAH R-1772 CASTING
E-4	1874282.80	3014388.21	60" MH	657.84		24" 652.24 (N) 15" 652.71 (E) 12" 653.56 (W)	30" 651.74 (S)	NEENAH R-1772 CASTING
E-5	1874416.98	3014387.13	48" MH	657.98		24" 652.58 (N) 6" 653.14 (E)	24" 652.58 (S)	NEENAH R-1772 CASTING
E-6	1874514.86	3014386.48	48" MH	657.96		18" 653.34 (N) 6" 653.55 (E)	24" 652.84 (S)	NEENAH R-1772 CASTING
E-7	1874546.23	3014386.08	48" MH	658.14		12" 654.02 (NE) 12" 654.00 (NW)	18" 653.50 (S)	NEENAH R-1772 CASTING
E-8	1874587.48	3014365.12	48" MH	657.99			12" 654.21 (SE)	NEENAH R-2502 CASTING
E-WQ AS-9	1873890.20	3014354.53	AQUA-SWIRL CONCENTRATOR AS-9	657.27		30" 651.20 (NE)	30" 651.20 (SW)	PER MANUFACTURER
F-1	1873811.40	3013975.53	CONC. END SECTION	653.40		24" 650.90 (W)		WITH TRASH GUARD
F-2	1873854.87	3013831.31	48" DOGHOUSE MH	656.32		15" 652.57 (N)	24" 651.82 (E)	NEENAH R-1772 CASTING
F-WQ AS-11	1873817.92	3013953.59	AQUA-SWIRL CONCENTRATOR AS-11	655.87		24" 651.05 (W)	24" 651.05 (E)	PER MANUFACTURER
G-1	1872920.11	3013450.83	CONC. END SECTION	649.88		30" 647.00 (N)		WITH TRASH GUARD
G-2A	1873143.81	3013449.72	72" MH	651.88		30" 647.38 (E) 18" 647.38 (N)	30" 647.38 (S)	NEENAH R-1772 CASTING
G-2B	1873143.91	3013488.41	60" MH	653.31		30" 648.38 (N) 12" 648.50 (E)	30" 647.41 (W)	NEENAH R-1772 CASTING
G-2C	1873154.15	3013449.49	48" MH	650.23			18" 647.41 (S)	NEENAH R-2560-D7 CASTING
G-3	1873311.78	3013466.56	60" MH	654.02		30" 648.67 (N) 12" 648.87 (E)	30" 648.67 (S)	NEENAH R-1772 CASTING
G-4	1873515.32	3013484.22	72" MH	655.08		30" 649.01 (E) 15" 649.68 (NE)	30" 649.01 (S)	NEENAH R-1772 CASTING
G-5	1873517.65	3013984.39	60" MH	655.63		30" 649.86 (NE)	30" 649.86 (W)	NEENAH R-1772 CASTING
G-6	1873561.16	3013993.54	60" OUTLET STR.	653.47		12" 650.50 (NE)	30" 650.00 (SW)	CLIPPED FIBERGLASS GRATING

PIPE DATA TABLE

PIPE NUMBER	SIZE	MATERIAL	LENGTH	START	END	SLOPE	REMARKS
C1	48"	RCP BOX	48'	647.09	646.99	0.21%	
C2A	18"	RCP	30'	647.71	647.63	0.27%	
C2B	18"	RCP	30'	647.71	647.63	0.27%	
C3A	15"	RCP	49'	648.30	648.15	0.31%	
C3B	15"	RCP	49'	648.30	648.15	0.31%	
C4A	18"	RCP	31'	648.50	648.41	0.29%	
C4B	18"	RCP	31'	648.50	648.41	0.29%	
C5	12"	RCP	30'	649.10	649.02	0.26%	
C6	12"	RCP	42'	649.28	649.18	0.24%	
C7	12"	RCP	40'	650.06	649.94	0.30%	
D1	24"	RCP	40'	650.63	650.55	0.19%	
D2	24"	RCP	54'	651.04	650.96	0.15%	
E1A	30"	RCP	57'	651.20	651.12	0.13%	
E1B	30"	RCP	43'	651.25	651.20	0.13%	
E2	30"	RCP	155'	651.47	651.25	0.13%	
E3	30"	RCP	210'	651.74	651.47	0.13%	
E4	24"	RCP	134'	652.58	652.24	0.25%	
E5	24"	RCP	96'	652.84	652.58	0.25%	
E6	18"	RCP	31'	653.50	653.34	0.50%	
E7	12"	RCP	46'	654.21	654.00	0.45%	
E8	12"	RCP	18'	654.02	653.56	2.55%	
E9	15"	RCP	28'	652.84	652.71	0.43%	⚠1
F1	24"	RCP	126'	651.82	651.05	0.60%	
F2	24"	RCP	23'	651.05	650.90	0.67%	
G1	30"	RCP	224'	647.38	647.00	0.17%	
G2A	30"	RCP	19'	647.41	647.38	0.17%	
G2B	30"	RCP	168'	648.67	648.38	0.17%	
G2C	18"	RCP	10'	647.41	647.38	0.30%	
G2D	12"	RCP	6'	648.54	648.50	0.67%	
G3	30"	RCP	204'	649.01	648.67	0.17%	
G4	30"	RCP	500'	649.86	649.01	0.17%	
G5	30"	RCP	52'	650.00	649.86	0.27%	
G6	12"	RCP	3'	650.50	650.50	0.00%	

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

REVISIONS

NO.	DATE	DESCRIPTION
1	3/17/20	UPDATED STRUCTURE/PIPE DATA NOTES

shrewsberry

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SOUTH 30TH STREET
DRAINAGE IMPROVEMENTS

LAFAYETTE RENEW
LAFAYETTE, INDIANA

DATE: 02/20/20	PROJECT NO: 17-0046
DRAWN BY: BAB	CHECKED BY: RMT

DRAWING STATUS: 100% PLANS

SHEET TITLE: PIPE AND STRUCTURE TABLES

SHEET NO.: C410

TOTAL SHTS: 24

3/19/2020 7:52 AM, Robert Hurt | S:\Project Files\2017\17-0046\CADD\Design\Sheet Sets\17-0046 TABLES.dwg

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lafayette, 20 North 6th Street, Lafayette, Indiana 47901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
#1	3-13-2020
#2	3-19-2020

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

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such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION AND DEMOBILIZATION	LS	1	$ 71,500.00	$ 71,500.00
2	CONSTRUCTION ENGINEERING	LS	1	$ 9,900.00	$ 9,900.00
3	EROSION CONTROL	LS	1	$ 27,600.00	$ 27,600.00
4	MAINTENANCE OF TRAFFIC	LS	1	$ 5,900.00	$ 5,900.00
5	CLEARING AND GRUBBING	AC	2.2	$ 15,565.00	$ 34,243.00
6	EXCAVATION	CYS	22,200	$ 17.75	$ 394,050.00
7	PERMANENT SEEDING (INDOT SEED MIXTURE D)	LBS	70	$ 223.00	$ 15,610.00
8	EROSION CONTROL BLANKETS	SYS	12,150	$ 3.50	$ 42,525.00
9	STORM SEWER PIPE ABANDONMENT	LFT	280	$ 16.00	$ 4,480.00
10	STORM MANHOLE ABANDONMENT	EA	1	$ 2,825.00	$ 2,825.00
11	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP WITH NATIVE BACKFILL	LFT	1,224	$ 129.00	$ 157,896.00
12	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP WITH NATIVE BACKFILL	LFT	63	$ 110.00	$ 6,930.00
13	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP WITH NATIVE BACKFILL	LFT	10	$ 88.00	$ 880.00
14	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, **12-INCH** RCP WITH NATIVE BACKFILL	LFT	6	$ 38.50	$ 231.00
15	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 30-INCH RCP, WITH GRANULAR BACKFILL	LFT	419	$ 236.00	$ 98,884.00
16	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 24-INCH RCP, WITH GRANULAR BACKFILL	LFT	462	$ 209.00	$ 96,558.00
17	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 18-INCH RCP, WITH GRANULAR BACKFILL	LFT	153	$ 195.00	$ 29,835.00
18	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 15-INCH RCP, WITH GRANULAR BACKFILL	LFT	126	$ 205.00	$ 25,830.00
19	PIPE, STORM SEWER, OPEN CUT INSTALLATION, ALL DEPTHS, 12-INCH RCP, WITH GRANULAR BACKFILL	LFT	179	$ 187.00	$ 33,473.00

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20	BOX CULVERT, OPEN CUT INSTALLATION, ALL DEPTHS, REINFORCED CONCRETE, 48-INCH X 24-INCH WITH GRANULAR BACKFILL	LFT	48	$ 588.00	$ 28,224.00
21	CONCRETE END SECTION WITH TRASH GUARD, 30-INCH	EA	2	$ 2,197.00	$ 4,394.00
22	CONCRETE END SECTION WITH TRASH GUARD, 24-INCH	EA	5	$ 1,842.00	$ 9,210.00
23	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	3	$ 6,609.00	$ 19,827.00
24	MANHOLE, STANDARD, ALL DEPTHS, 60-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	6	$ 5,963.00	$ 35,778.00
25	MANHOLE, STANDARD, ALL DEPTHS, 72-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	2	$ 6,170.00	$ 12,340.00
26	MANHOLE, DOGHOUSE, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND SOLID CASTING	EA	1	$ 8,598.00	$ 8,598.00
27	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND FLAT GRATE CASTING	EA	1	$ 3,456.00	$ 3,456.00
28	MANHOLE, STANDARD, ALL DEPTHS, 48-INCH WITH STANDARD MANHOLE FRAME AND BEEHIVE GRATE CASTING	EA	1	$ 2,829.00	$ 2,829.00
29	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 5 CFS TREATMENT CAPACITY	EA	1	$ 55,387.00	$ 55,387.00
30	VORTEX-TYPE HYDRODYNAMIC SEPARATOR, 8.7 CFS TREATMENT CAPACITY	EA	1	$ 76,937.00	$ 76,937.00
31	PRE-CAST DETENTION OUTLET STRUCTURE	EA	1	$ 8,002.00	$ 8,002.00
32	PAVED SIDE DITCH, MODIFIED TYPE C	LFT	570	$ 62.50	$ 35,625.00
33	PAVED SIDE DITCH, MODIFIED TYPE D	LFT	250	$ 88.80	$ 22,200.00
34	REVETMENT RIPRAP	TON	50	$ 59.90	$ 2,995.00
35	GEOTEXTILE	SYS	80	$ 1.70	$ 136.00
36	TEMPORARY FENCING	LFT	285	$ 16.00	$ 4,560.00
37	FENCE, CHAIN LINK, RESET	LFT	200	$ 14.00	$ 2,800.00
38	FENCE, WOOD, RESET	LFT	160	$ 26.00	$ 4,160.00
39	PAVEMENT CORE, 4 IN.	EA	1	$ 1,670.00	$ 1,670.00
40	MILLING, ASPHALT, MAX OF 1 ½ IN.	SYS	1,200	$ 4.96	$ 5,952.00
41	QC/QA-HMA, 4, 64, SURFACE, 9.5 mm	TON	90	$ 165.30	$ 14,877.00
42	FULL DEPTH PATCHING (undistributed)	TON	10	$ 1,081.30	$ 10,813.00

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43	PAINTED PAVEMENT MARKINGS, SOLID, YELLOW, 4-INCHES WIDE	LFT	550	$ 0.64	$ 352.00
44	PAINTED PAVEMENT MARKINGS, SOLID, WHITE, 4-INCHES WIDE	LFT	550	$ 0.64	$ 352.00
Total of All Unit Price Bid Items					$ 1,430,624.00

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

Total of Unit Price Bid Items = Total Bid Price **$ 1,430,624.00**

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: 35-1212938 ;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Atlas Excavating Inc.

By:
[Signature] Tina Dillon

[Printed name] TINA DILLON

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Janice Long

[Printed name] JANICE LONG

Title: Estimating Admin

Submittal Date: MARCH 24, 2020

Address for giving notices:

Atlas Excavating Inc
4740 SWISHER ROAD
West LAFAYETTE IN 47906

Telephone Number: 765-429-4800

Fax Number: 765-429-8034

Contact Name and e-mail address: CASEY DILLON
Casey@atlasexcavating.com

Bidder's License No.: 35-1212938
(where applicable)

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Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Atlas Excavating, Inc.
(Contractor)

4740 Swisher Road
(Address)

West Lafayette IN

FOR

PUBLIC WORKS PROJECTS

OF

City of Lafayette IN

South 30th Street Drainage Improvments

Filed March 24, 2020

Action taken

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year)*: March 24, 2020

1. Governmental Unit (Owner): City of Lafayette IN
2. County : Tippecanoe
3. Bidder (Firm): Atlas Excavating, Inc.

   Address: 4740 Swisher Road

   City/State/ZIPcode: West Lafayette, IN 47906
4. Telephone Number: 765-429-4800
5. Agent of Bidder *(if applicable)*: NA

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Lafayette IN South 30th Street Drainage Improvements Project (Governmental Unit) in accordance with plans and specifications prepared by Shrewsberry & Associates and dated February 20, 2020 for the sum of

One million four hundred thirty thousand six hundred twenty four & 00/100 $ 1,430,624.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Lafayette IN

Bidder (Firm) Atlas Excavating, Inc.

Date *(month, day, year)*: March 24, 2020

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
3,469,345.00	Levee Flood Control	November 2019	Indianapolis White River
3,660,100.00	Site	October 2019	Indianapolis IAA Bid Pkg 2C
929,950.00	Drainage	September 2019	Tippecanoe Co Ross Drain
2,522,999.00	Sanitary/Water	November 2019	Clinton Co INDOT

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
7,431,611.00	Sewer	March 2020	Eaton Sewer Separation
11,540,060.00	Sanitary	June 2020	Seymour, IN US 50 Southeast Sanitary Sewer Interceptor
9,805,500.00	Sanitary	October 2020	Logansport Melbourne Ave
5,861,488.00	Sanitary	December 2020	Tipton Cleveland St. Sewer Separation

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Maddox Industrial - Indianapolis IN

F A Wilhelm - Indianapolis IN

Monarch Construction - Cincinnati OH

Whiting Turner - Cleveland OH

Bulley & Andrews - Indianapolis IN; Matcon - Indianapolis IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Atlas has reviewed the plans and specifications and intends to build the project in accordance with the required schedule. We will utilize our company owned equipment to build the project on time, we have the ability to utilize multiple crews to perform the work when need, while staying within the requirements of the project.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Earth Transport - Hourly Trucking and aggregate delivery , Mitchell and Starke-Lift Stations

Insituform Technologies - Cured in place lining -D2 Land and Water-erosion Control

Lowe Construction - Auger Bore installation for sewer and water bores

Accu-Dig - Hydro-Vacuum excavation work along with CCTV inspection

Milestone Contractors-Paving Brooks Construction-Paving

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Atlas will provide a detailed list with the bidding documents, per attachment, if required in the bidding documents.

We will provide a list of subcontractors upon request if low bidder on the project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Atlas owns most heavy construction equipment, as well as all required safety equipment needed for this project, a detailed list of our equipment listing is provided in the Financial Statement in the asset details section.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes, Atlas has solicited vendor and subcontractor pricing for this project at the time of the bid.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at West Lafayette this 24th day of March, 2020

Atlas Excavating, Inc.
(Name of Organization)

By Tina Dillon

President TINA DILLON
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF IN)
) ss
COUNTY OF Tippecanoe)

Before me, a Notary Public, personally appeared the above-named Tina Dillon and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 24th day of March, 2020.

Stacia D. Dierdorf
Notary Public

My Commission Expires: 11/01/2025

County of Residence: Clinton

STACIA D. DIERDORF
Clinton County
NOTARY PUBLIC SEAL
EXPIRES November 1, 2025
STATE OF INDIANA

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

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

BIDDER *(Name and Address)*:

Atlas Excavating, Inc.
4740 Swisher Road, Bldg A
West Lafayette, IN 47906

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

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER *(Name and Address)*:

City of Lafayette
20 North 6th Street
Lafayette, IN 47901

BID

Bid Due Date: **3/24/2020**

Description *(Project Name— Include Location)*: **City of Lafayette IN South 30th Street Drainage Improvments Project**

BOND

Bond Number: **Bid Bond**

Date: **3/24/2020**

Penal sum *****FIVE PERCENT OF AMOUNT BID***** (Words) $ **5%** (Figures)

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

BIDDER	**SURETY**
Atlas Excavating, Inc. (Seal)	The Hanover Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Tina Dillon	By:
Signature	Signature (Attach Power of Attorney)
TINA DILLON	Thomas O. Chambers
Print Name	Print Name
President	Attorney-In-Fact
Title	Title
Attest: Janie Long	Attest: Jackie Sheldon
Signature	Signature
Title Est Admin	Title **Witness**

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **24th** day of **March** **2020**

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS **24th** day of **March**, **2020**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **The Hanover Insurance Company**, a corporation of **New Hampshire**, created, organized and existing under and by virtue of the laws of the State of **New Hampshire**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Megan Otto
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **3/3/2024**

MEGAN OTTO
NOTARY
PUBLIC
STATE OF WISCONSIN

SUBCONTRACTORS AND SUPPLIERS LIST

Item	Subcontractor/Supplier	Address
Vortex-Type Hydrodynamic Separators	Core & Main	1680 Expo Lane Indianapolis, IN
RCP Pipe & Manholes	County Materials	119 N. Main Street Maxwell, IN

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, SUE ANNE GILROY, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

ATLAS EXCAVATING INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on April 07, 1986, and was in existence or authorized to transact business in the State of Indiana on March 20, 2000.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twentieth Day of March, 2000.

Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

198604-181 / 2000032021148

References

Tippecanoe County Berlowitz Project
(Contract Value $1,415,154)

TBIRD Design Services (Engineer)
105 N 10th St
Lafayette, IN 46240
Phone 765-427-2472
Levi Evans: levi@tbirddesign.com

Lebanon East Street Storm Sewer Rehabilitation
(Contract Value $4,042,532)

CHA Consulting, Inc. (Engineer)
300 S. Meridian Street
Indianapolis, IN 46225
Phone 317-681-4391
Jay Gibson, P.E.: jgibson@chacompanies.com

Pendleton - Phase II Sanitary Sewer Relocation
(Contract Value $6,485,955)

GRW Engineers, Inc. (Engineer)
7112 Waldemar Drive
Indianapolis, IN 46268
Phone 317-347-3650
George Lewis: glewis@grwinc.com

Anderson Industrial Park Utility Extension
(Contract Value $3,320,670)

Butler, Fairman, and Seufert, Inc. (Engineer)
8450 Westfield Blvd, Suite 300
Indianapolis, IN 46240
Phone 317-713-4615
Mark Chmeliwskyj: mchmeliwskyj@bfsengr.com

References

Huntingburg Wastewater Collection System Improvements – Division C – Interceptor Sewers

(Contract Value $1,468,857)

Monarch Construction Company (Consultant)
1654 Sherman Avenue
Cincinnati OH 45212
Phone 513-351-0979
Greg Meister gmeister@monarchconstruction.com

Kempton Lift Station, Force Main, and Gravity Sewer

(Contract Value $3,082,481)

Strand Associates, Inc (Engineer)
450 East 96th Street, Suite 500
Indianapolis, IN 46240
Phone: 317-423-0935
Matthew Smith: matthew.smith@strand.com

Marion Phase II – Home Ave CSO Sewer Separation

(Contract Value $1,067,539)

Marion Utilities (Owner)
1540 North Washington St.
Marion, IN 46952
Phone 765-664-2391
Bill Glessner: bglessner@marionutilities.com

Noblesville North Region CSO Elimination Project Phase 4

(Contract Value $2,696,479)

CHA Companies (Engineer)
300 S. Meridian St.
Indianapolis, IN 46225
Phone: 317-786-0461
Jonathan Mirgeaux: jmirgeaux@chacompanies.com

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner: City of Lafayette - Lafayette Renew	**Owner's Contract No.:**
Contractor: Atlas Excavating, Inc.	**Contractor's Project No.:**
Engineer: Shrewsberry & Associates	**Engineer's Project No.:** 17-0046
Project: South 30th Street Drainage Improvements	**Contract Name:** South 30th Street Drainage Improvements
	Effective Date of Contract: April 7, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 13, 2020**. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion for this project is **September 20, 2020 (160 days)**, and the date to achieve readiness for final payment is **October 20, 2020 (190 days)**.

Before starting any Work at the Site, Contractor must comply with the following:
Provide executed performance and payment bonds, required insurances, and attend the pre-construction meeting.

_____
Gary Henriott, President
Board of Public Works and Safety

_____
Norm Childress, member
Board of Public Works and Safety

_____
Cindy Murray, member
Board of Public Works and Safety

_____
Amy Moulton, member
Board of Public Works and Safety

_____
Ron Shriner, member
Board of Public Works and Safety

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Acceptance of Notice:
Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR – Atlas Excavating, Inc.

Date: 4/7/2020

Copy: Engineer

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner: City of Lafayette - Lafayette Renew	**Owner's Contract No.:**
Contractor: Atlas Excavating, Inc.	**Contractor's Project No.:**
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Gary Henriott, President
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Norm Childress, member
Board of Public Works and Safety

_____
Cindy Murray, member
Board of Public Works and Safety

_____
Amy Moulton, member
Board of Public Works and Safety

_____
Ron Shriner, member
Board of Public Works and Safety

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Acceptance of Notice:
Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR – Atlas Excavating, Inc.

Date: 4/7/2020

Copy: Engineer

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner: City of Lafayette - Lafayette Renew	**Owner's Contract No.:**
Contractor: Atlas Excavating, Inc.	**Contractor's Project No.:**
Engineer: Shrewsberry & Associates	**Engineer's Project No.:** 17-0046
Project: South 30th Street Drainage Improvements	**Contract Name:** South 30th Street Drainage Improvements
	Effective Date of Contract: April 7, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 13, 2020**. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion for this project is **September 20, 2020 (160 days)**, and the date to achieve readiness for final payment is **October 20, 2020 (190 days)**.

Before starting any Work at the Site, Contractor must comply with the following:
Provide executed performance and payment bonds, required insurances, and attend the pre-construction meeting.

_____
Gary Henriott, President
Board of Public Works and Safety

_____
Norm Childress, member
Board of Public Works and Safety

_____
Cindy Murray, member
Board of Public Works and Safety

_____
Amy Moulton, member
Board of Public Works and Safety

_____
Ron Shriner, member
Board of Public Works and Safety

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Acceptance of Notice:
Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR – Atlas Excavating, Inc.

Date: 4/7/2020

Copy: Engineer

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

_____, 20 _____. _____

Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 15 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $671,166.56 DATED THIS DAY OF APRIL 7, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 4/7/2020

Pension Payroll						
Regions Bank	$	36,116.03				
Chase Bank	$	352,691.23				
			$	388,807.26		
Manuals/Wires						
Centier Bank Work Comp	$	6,017.67				
			$	6,017.67		
Invoices						
Chase Bank	$	27,929.13				
Chase Bank	$	40,231.85				
Horizon Bank	$	11,154.26				
Horizon Bank	$	197,026.39				
Total Invoices			$	276,341.63		
Grand Total					$	671,166.56

Board List by Voucher

Board: PR033120 3/31/2020

Cash Account / Bank: 101012 - Cash - Regions Pay Gross

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3653	INTERNAL REVENUE SERVICE	104061	INV	3/31/2020	35,467.68	Payroll Run 2 - Warrant 033120
3685	TIPPECANOE COUNTY GOVERNMENT	104062	INV	3/31/2020	600.00	Payroll Run 2 - Warrant 033120
3692	LAFAYETTE FIRE FIGHTERS	104063	INV	3/31/2020	48.35	Payroll Run 2 - Warrant 033120
			Board Total		**36,116.03**	

Board List by Voucher

Board: PR033120 3/30/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
579	CITY OF LAFAYETTE GROSS/PT/BEN	PEN PR 033120	INV	3/30/2020	352,691.23	PENSION PAYROLL 3/31/20
			Board Total		**352,691.23**	

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Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101017 - Cash - Centier Workm Comp

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7696	JWF SPECIALITY COMPANY	03182020	INV	4/7/2020	2,959.42	WORK COMP 3/18/20
7696	JWF SPECIALITY COMPANY	03252020	INV	4/7/2020	3,058.25	WORK COMP 3/25/20
			Board Total		**6,017.67**	

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Board List by Voucher

Board: BW040320 4/3/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8697	DUKE ENERGY INDIANA INC	81103923018 0320	INV	4/3/2020	477.26	2200 BRECKENRIDGE LN CROSSER COMPLEX
8697	DUKE ENERGY INDIANA INC	24503048015 0320	INV	4/3/2020	719.43	2000 MAIN ST AQUATIC CENTER
1450	VECTREN ENERGY DELIVERY	54476876 0320	INV	4/3/2020	109.88	1925 SCOTT ST RPAV
1450	VECTREN ENERGY DELIVERY	51140299 0320	INV	4/3/2020	123.86	2120 N 9TH ST
1450	VECTREN ENERGY DELIVERY	50585409 0320	INV	4/3/2020	58.76	2216 N 9TH ST
1450	VECTREN ENERGY DELIVERY	54970984 0320	INV	4/3/2020	49.25	1915 SCOTT ST
1450	VECTREN ENERGY DELIVERY	55026958 0320	INV	4/3/2020	653.03	2351 N 20TH ST
1450	VECTREN ENERGY DELIVERY	57277834 0320	INV	4/3/2020	17.72	601 BECK LN
1450	VECTREN ENERGY DELIVERY	56035321 0320	INV	4/3/2020	696.38	1915 SCOTT ST BLDG PENGUIN
1450	VECTREN ENERGY DELIVERY	57054398 0320	INV	4/3/2020	54.19	1915 SCOTT ST
1450	VECTREN ENERGY DELIVERY	53335584 0320	INV	4/3/2020	51.17	1915 SCOTT ST OFC ZOOADM
1450	VECTREN ENERGY DELIVERY	52811115 0320	INV	4/3/2020	360.31	2000 MAIN ST
1450	VECTREN ENERGY DELIVERY	52202069 0320	INV	4/3/2020	17.72	1915 1/2 SCOTT ST
1450	VECTREN ENERGY DELIVERY	54978450 0320	INV	4/3/2020	47.59	1915 1/2 SCOTT ST
1450	VECTREN ENERGY DELIVERY	54477017 0320	INV	4/3/2020	205.23	2000 MAIN ST
1450	VECTREN ENERGY DELIVERY	51139791 0320	INV	4/3/2020	221.00	RIVER FRON PARK
1450	VECTREN ENERGY DELIVERY	53913619 0320	INV	4/3/2020	17.72	RIVER FRONT GOLF
8697	DUKE ENERGY INDIANA INC	21003192056 0320	INV	4/3/2020	1,059.94	600 MAIN ST (LAFAYETTE THEATER)
8697	DUKE ENERGY INDIANA INC	37403896013 0320	INV	4/3/2020	12.80	ELECTRIC STREET LIGHT

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Board List by Voucher

Board: BW040320 4/3/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

8697	DUKE ENERGY INDIANA INC	49503145030 0320	INV	4/3/2020	1,193.89	1301 SOUTH ST
8697	DUKE ENERGY INDIANA INC	96103048025 0320	INV	4/3/2020	1,293.88	18 5TH ST N
8697	DUKE ENERGY INDIANA INC	51303189010 0320	INV	4/3/2020	16.73	ELECTRIC
1890	LAFAYETTE WATER & WASTEWATER	13105500 0320	INV	4/3/2020	89.03	1801 HANNA ST HANNA PARK
1450	VECTREN ENERGY DELIVERY	54468593 0320	INV	4/3/2020	210.59	200 N 2ND ST
1450	VECTREN ENERGY DELIVERY	51694712 0320	INV	4/3/2020	403.73	111 N 6TH ST
1450	VECTREN ENERGY DELIVERY	53368174 0320	INV	4/3/2020	377.84	1301 SOUTH ST
1450	VECTREN ENERGY DELIVERY	51694868 0320	INV	4/3/2020	53.36	515 COLUMBIA ST
1450	VECTREN ENERGY DELIVERY	55542113 0320	INV	4/3/2020	753.82	600 MAIN ST (LAFAYETTE THEATER)
1450	VECTREN ENERGY DELIVERY	51700934 0320	INV	4/3/2020	83.67	1511 MAIN ST
1450	VECTREN ENERGY DELIVERY	51144306 0320	INV	4/3/2020	45.96	2630 ELMWOOD AVE
1450	VECTREN ENERGY DELIVERY	52804093 0320	INV	4/3/2020	142.50	119 N 6TH ST
1450	VECTREN ENERGY DELIVERY	52249671 0320	INV	4/3/2020	82.16	2200 N 9TH ST
1450	VECTREN ENERGY DELIVERY	53359304 0320	INV	4/3/2020	198.64	443 N 4TH ST
1450	VECTREN ENERGY DELIVERY	52250520 0320	INV	4/3/2020	136.25	800 ERIE ST
1450	VECTREN ENERGY DELIVERY	57143551 0320	INV	4/3/2020	159.45	1710 SOUTH ST
1450	VECTREN ENERGY DELIVERY	54482202 0320	INV	4/3/2020	240.56	750 N CREASY LN
10822	EDF INC	102468ES	INV	4/3/2020	15,766.79	NATURAL GAS VARIOUS AREAS
1450	VECTREN ENERGY DELIVERY	57053399 0320	INV	4/3/2020	148.03	2561 SCHUYLER AVE
1450	VECTREN ENERGY DELIVERY	50041412 0320	INV	4/3/2020	159.14	2120 S 18TH ST
1450	VECTREN ENERGY DELIVERY	51160663 0320	INV	4/3/2020	95.30	911 VETERANS MEMORIAL PARKWAY S

Board List by Voucher

Board: BW040320 4/3/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

1450	VECTREN ENERGY DELIVERY	51681077 0320	INV	4/3/2020	219.20	1757 VETERANS MEMORIAL PKWY E
1450	VECTREN ENERGY DELIVERY	55959165 0320	INV	4/3/2020	207.80	2070 S 500 E
1450	VECTREN ENERGY DELIVERY	50000030 0320	INV	4/3/2020	897.57	20 N 6TH ST
			Board Total		**27,929.13**	

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Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
1700	LAFAYETTE WAREHOUSE INC	02QS7002	INV	4/7/2020	54.66	AUTO PARTS 18-21
1700	LAFAYETTE WAREHOUSE INC	02QS6997	INV	4/7/2020	20.02	AUTO PARTS STOCK
596	CLARK TRUCK EQUIPMENT CO INC	55780	INV	4/7/2020	368.34	AUTO PARTS 15134P
12039	D&D NAPA INC	725329	INV	4/7/2020	30.64	AUTO PARTS 15142
800	BOBCAT OF LAFAYETTE	G05128	INV	4/7/2020	178.03	AUTO PARTS 6901
800	BOBCAT OF LAFAYETTE	G05140	CRM	4/7/2020	-169.08	CREDIT
800	BOBCAT OF LAFAYETTE	G05139	INV	4/7/2020	177.00	AUTO PARTS 6701
1700	LAFAYETTE WAREHOUSE INC	02QS7110	INV	4/7/2020	289.79	AUTO PARTS 9678
10674	RPM MACHINERY LLC	P21668	INV	4/7/2020	165.00	AUTO PARTS 1256
1700	LAFAYETTE WAREHOUSE INC	02QS7351	INV	4/7/2020	38.54	AUTO PARTS 15-1
1700	LAFAYETTE WAREHOUSE INC	02QS7367	INV	4/7/2020	29.18	AUTO PARTS STOCK
10674	RPM MACHINERY LLC	P21665	INV	4/7/2020	90.00	AUTO PARTS 1256
10674	RPM MACHINERY LLC	P21667	CRM	4/7/2020	-23.00	CREDIT
10674	RPM MACHINERY LLC	P21669	INV	4/7/2020	34.00	AUTO PARTS 1256
1700	LAFAYETTE WAREHOUSE INC	02QS7118	INV	4/7/2020	111.34	AUTO PARTS 6503
1700	LAFAYETTE WAREHOUSE INC	02QS4217	INV	4/7/2020	23.02	AUTO PARTS 6503
800	BOBCAT OF LAFAYETTE	G05144	INV	4/7/2020	405.35	AUTO PARTS 6701
1700	LAFAYETTE WAREHOUSE INC	02QS7719	INV	4/7/2020	9.64	AUTO PARTS 2572
10096	POMP'S TIRE SERVICE INC	910106883	INV	4/7/2020	463.60	TIRES 15-1
16514	MACQUEEN EQUIPMENT LLC	P00812	INV	4/7/2020	311.81	AUTO PARTS FD81
12028	LOWER GREAT LAKES KENWORTH	LAFIN682951	INV	4/7/2020	18.68	AUTO PARTS 15143

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Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

1455	INDIANA OXYGEN COMPANY INC	9424601	INV	4/7/2020	42.85	AUTO PARTS STOCK & 12115
3446	WIERS INTERNATIONAL TRUCKS	20P42514	INV	4/7/2020	26.03	AUTO PARTS 2535
800	BOBCAT OF LAFAYETTE	G05134	INV	4/7/2020	889.38	AUTO PARTS 1441A
1700	LAFAYETTE WAREHOUSE INC	02QS8859	INV	4/7/2020	227.02	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QS8893	CRM	4/7/2020	-16.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QS8905	INV	4/7/2020	43.00	AUTO PARTS FD78
427	BRANDEIS MACHINERY & SUPPLY COMPANY	IC14WR	INV	4/7/2020	1,932.83	AUTO PARTS 2572
12085	WAYMIRE'S AUTO PARTS & SERVICE INC	11196	INV	4/7/2020	61.30	AUTO PARTS FD88
800	BOBCAT OF LAFAYETTE	G05160	INV	4/7/2020	90.07	AUTO PARTS 1441A
12735	WEISE & WEISE LLC	114889	INV	4/7/2020	896.49	REPLACE CAT CONV 99
12039	D&D NAPA INC	725632	INV	4/7/2020	16.60	AUTO PARTS 6503
12039	D&D NAPA INC	725775	INV	4/7/2020	14.80	AUTO PARTS 1644
10096	POMP'S TIRE SERVICE INC	910106899	INV	4/7/2020	796.50	TIRES STOCK
1455	INDIANA OXYGEN COMPANY INC	9425055	INV	4/7/2020	341.70	AUTO PARTS 12115 & 3000
11229	BICYCLE GARAGE OF INDY INC	28498	INV	4/7/2020	400.00	PARTS/LABOR TO REPAIR TREADMILL AT #2
1700	LAFAYETTE WAREHOUSE INC	02QT0417	INV	4/7/2020	108.44	AUTO PARTS STOCK
12085	WAYMIRE'S AUTO PARTS & SERVICE INC	11205	INV	4/7/2020	238.00	AUTO PARTS 15-1
10096	POMP'S TIRE SERVICE INC	910106990	INV	4/7/2020	328.94	TIRES 6503
10096	POMP'S TIRE SERVICE INC	910106985	INV	4/7/2020	1,201.10	TIRES STOCK
1700	LAFAYETTE WAREHOUSE INC	02QT0789	INV	4/7/2020	23.12	AUTO PARTS 6503
1700	LAFAYETTE WAREHOUSE INC	02QT0689	INV	4/7/2020	49.13	AUTO PARTS 6503

Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

250	B & M ELECTRICAL CO INC	W68861	INV	4/7/2020	60.35	AUTO PARTS STOCK
12642	MOVE OVER OUTFITTERS	5265	INV	4/7/2020	470.00	REMOVE EQUIPMENT 18-20
1700	LAFAYETTE WAREHOUSE INC	02QT1124	INV	4/7/2020	26.06	AUTO PARTS 526
14215	INDUSTRIAL FINISHES & SYSTEMS INC	2694878-1	INV	4/7/2020	15.66	AUTO PARTS 2500
1700	LAFAYETTE WAREHOUSE INC	02QT1814	INV	4/7/2020	22.76	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	284578	INV	4/7/2020	69.23	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	284779	INV	4/7/2020	69.23	AUTO PARTS STOCK
7977	R.N.O.W. INC	2020-57510	INV	4/7/2020	220.13	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QT2315	INV	4/7/2020	36.59	AUTO PARTS 15143
2770	ROWE TRUCK EQUIPMENT INC	284810	INV	4/7/2020	707.35	AUTO PARTS 12115
1455	INDIANA OXYGEN COMPANY INC	9426701	INV	4/7/2020	13.18	AUTO PARTS 2473
1700	LAFAYETTE WAREHOUSE INC	02QT2139	INV	4/7/2020	10.44	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QS5256	INV	4/7/2020	409.50	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QT0471	INV	4/7/2020	24.68	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QT2670	INV	4/7/2020	409.50	AUTO PARTS 369
1700	LAFAYETTE WAREHOUSE INC	02QT2824	CRM	4/7/2020	-72.00	CREDIT
16289	TTG EQUIPMENT LLC	9142066	INV	4/7/2020	103.36	AUTO PARTS 31177
1342	HOLTZ INDUSTRIES INC	558188	INV	4/7/2020	5,785.10	AUTO PARTS 15143
1700	LAFAYETTE WAREHOUSE INC	02QT2641	INV	4/7/2020	120.74	AUTO PARTS 16-9
7080	NEWTON OIL COMPANY INC	087454	INV	4/7/2020	12,111.89	FUEL
8681	CINTAS CORPORATION NO 2	4045184112	INV	4/7/2020	35.00	RUGS FOR TC

Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

8391	STUART & BRANIGIN LLP	130235	INV	4/7/2020	200.00	LEGAL SERVICES FOR FIRE
375	BEST EQUIPMENT CO INC	PSI002461	INV	4/7/2020	816.86	FIX HYDRAULICS 1993
3170	FERGUSON ENTERPRISES INC	8143342	INV	4/7/2020	20.83	AUTO PARTS STOCK
3170	FERGUSON ENTERPRISES INC	8190721	INV	4/7/2020	35.32	AUTO PARTS STOCK
3170	FERGUSON ENTERPRISES INC	8194500	INV	4/7/2020	4.80	AUTO PARTS 15143
2350	RAY O'HERRON CO INC	2014086-IN	INV	4/7/2020	21.75	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3148033	INV	4/7/2020	4.00	AUTO PARTS 28131
1582	RIETH-RILEY CONSTRUCTION CO INC	9232128	INV	4/7/2020	141.93	9.5 SURFACE
1582	RIETH-RILEY CONSTRUCTION CO INC	9232111	INV	4/7/2020	575.70	9.5 SURFACE
8681	CINTAS CORPORATION NO 2	4044480209	INV	4/7/2020	173.62	UNIFORMS/SUPPLIES SANITATION
8681	CINTAS CORPORATION NO 2	4044480486	INV	4/7/2020	302.94	UNIFORMS/SUPPLIES STREET
1700	LAFAYETTE WAREHOUSE INC	02QT3427	CRM	4/7/2020	-409.50	CREDIT
12633	STEPHEN M KANTZ	0061591	INV	4/7/2020	203.08	REPLACE TRAILER LEG 20-12
190	APPLIED INDUSTRIAL TECHNOLOGIES INC	7018391453	INV	4/7/2020	23.88	AUTO PARTS 1256
12727	T-N-T TREE SERVICE LLC	4352	INV	4/7/2020	3,590.00	TREE REMOVALS VARIOUS AREAS
1450	VECTREN ENERGY DELIVERY	50031255 0220	INV	4/7/2020	67.98	1018 N 8TH APT 1
7794	ASPHALT MATERIALS INC	8013219374	INV	4/7/2020	331.08	AE-90
13020	CITATION COLLECTION SERVICES	CCS004970	INV	4/7/2020	165.00	COLLECTION FEE REMITTANCE
13020	CITATION COLLECTION SERVICES	CCS004971	INV	4/7/2020	147.60	COLLECTION LETTERS
16222	SHRED-IT US JV LLC	8129375403	INV	4/7/2020	81.78	SHREDDING SERVICES
8681	CINTAS CORPORATION NO 2	4045189947	INV	4/7/2020	30.74	WORK PANTS AND RUGS

Board List by Voucher

Board: BW040720 4/7/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

8681	CINTAS CORPORATION NO 2	4045769390	INV	4/7/2020	30.74	WORK PANTS AND RUGS
8681	CINTAS CORPORATION NO 2	4046436683	INV	4/7/2020	30.74	WORK PANTS AND RUGS
7981	NEW AQUA LLC	PSI-4015062	INV	4/7/2020	31.90	FLEET 5 GAL WATER
2164	KONE INC	959433095	INV	4/7/2020	665.00	MAINTENANCE COVERAGE FOR PERSON LIFT @ LONG CENTER
16531	TURNING TECHNOLOGIES LLC	383884-IN	INV	4/7/2020	1,084.00	35 SEAT TURNINGPOINT SYSTEM
12642	MOVE OVER OUTFITTERS	5292	INV	4/7/2020	31.00	USB PRINTER CABLE & INSTALLATION 18-24
6900	OFFICE DEPOT INC	454106384001	INV	4/7/2020	20.76	OFFICE SUPPLIES
2350	RAY O'HERRON CO INC	2015502-IN	INV	4/7/2020	60.45	NAME BARS - STRAH & SWITZER
12179	PETSMART INC 508	7911050801010 3152020	INV	4/7/2020	49.64	DOG FOOD-FRENCH
10658	DR ELIZABETH M HOLMES DVM	525093	INV	4/7/2020	280.78	K9 MEDICAL EXAM & BOARDING-ROCKY
14111	VCA ANIMAL HOSPITALS INC	280359979	INV	4/7/2020	42.79	K9 MEDICATION-ROY
1630	KIESLER POLICE SUPPLY INC	IN129719	INV	4/7/2020	708.70	DRUG TEST KITS
8391	STUART & BRANIGIN LLP	130241	INV	4/7/2020	200.00	LEGAL SERVICES LPD
1630	KIESLER POLICE SUPPLY INC	IN130321	INV	4/7/2020	18.65	DRUG TEST KITS
9394	FRED BUTZ ENTERPRISES	02142020	INV	4/7/2020	63.00	JOE MICON MARQUIS DELAFAYETTE FRAME
16447	BLACK HORSE ENTERPRISES LLC	360	INV	4/7/2020	171.26	MAYOR'S OFFICE ENVELOPES
375	BEST EQUIPMENT CO INC	PSCM000065	CRM	4/7/2020	-816.86	CREDIT
9198	COMCAST CABLE COMMUNICATIONS INC	8529202440370 7880420	INV	4/7/2020	17.49	MONTHLY SERVICE 04/20
9198	COMCAST CABLE COMMUNICATIONS INC	8529202440781 9760320	INV	4/7/2020	25.81	LPD MONTHLY SERVICE 03/20
			Board Total		**40,231.85**	

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Board List by Voucher

Board: BW040320 4/3/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8697	DUKE ENERGY INDIANA INC	79803137019 0320	INV	4/3/2020	518.77	50 240 S W PLAZA SOUTH TOWER
8697	DUKE ENERGY INDIANA INC	97803642030 0320	INV	4/3/2020	4,260.48	3251 ROSS RD LIFT STATION
8697	DUKE ENERGY INDIANA INC	48603150018 0320	INV	4/3/2020	836.20	512 ORTMAN LN
8697	DUKE ENERGY INDIANA INC	72603048033 0320	INV	4/3/2020	290.22	3514 OLD ROMNEY RD MISC PUMP STATION
8697	DUKE ENERGY INDIANA INC	27903141013 0320	INV	4/3/2020	83.15	337 CHESHIRE LN
8697	DUKE ENERGY INDIANA INC	26703660028 0320	INV	4/3/2020	3,530.40	50 WALNUT ST LIFT STATION
8697	DUKE ENERGY INDIANA INC	61303136010 0320	INV	4/3/2020	88.72	ELECTRIC
1450	VECTREN ENERGY DELIVERY	58509751 0320	INV	4/3/2020	163.86	3277 ROSS RD UNIT LFTSTA
1450	VECTREN ENERGY DELIVERY	57552839 0320	INV	4/3/2020	18.71	3961 ROME DR
1450	VECTREN ENERGY DELIVERY	52249228 0320	INV	4/3/2020	258.63	1020 CANAL RD
1450	VECTREN ENERGY DELIVERY	55032608 0320	INV	4/3/2020	163.92	SCOTT ST
1450	VECTREN ENERGY DELIVERY	53382764 0320	INV	4/3/2020	47.84	4801 ST RD 26 E
1450	VECTREN ENERGY DELIVERY	57220756 0320	INV	4/3/2020	277.15	1020 CANAL RD
8697	DUKE ENERGY INDIANA INC	90803538017 0220	INV	4/3/2020	616.21	ELECTRIC
			Board Total		**11,154.26**	

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Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
10406	XYLEM WATER SOLUTIONS USA INC	3556B08930	INV	4/7/2020	6,289.40	REPAIR MCCARTY LN LS #2 PUMP
10406	XYLEM WATER SOLUTIONS USA INC	3556B09806	INV	4/7/2020	8,094.60	REPAIR PUMP AROUND PUMP
1990	ASTBURY WATER TECHNOLOGY INC	222851	INV	4/7/2020	453.00	SAMPLE ANALYSIS - PLANT
1990	ASTBURY WATER TECHNOLOGY INC	222852	INV	4/7/2020	401.00	SAMPLE ANALYSIS - PLANT
1990	ASTBURY WATER TECHNOLOGY INC	222868	INV	4/7/2020	51.00	SAMPLE ANALYSIS - PLANT
8681	CINTAS CORPORATION NO 2	4045189827	INV	4/7/2020	72.72	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4045190192	INV	4/7/2020	280.87	UNIFORMS - RENEW
9024	BRENNTAG MID-SOUTH INC	BMS534841	INV	4/7/2020	5,621.19	FERRIC FOR TREATMENT
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	843439	INV	4/7/2020	485.15	LAB SUPPLIES
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18299	INV	4/7/2020	367.50	PRIVATE DEV REVIEW SERVICES-ARCONIC-ELLIOTT DITCH
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18300	INV	4/7/2020	780.00	PRIVATE DEV REVIEW SERVICES-OLYMPIA INDUSTRIAL PAR
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18360	INV	4/7/2020	39,385.50	SERVICE AREA 21 WATER/SEWER EXTENSION-CON INSPECTI
8389	WESSLER ENGINEERING INC	34913	INV	4/7/2020	155.00	ON CALL ENG-WASTEWATER SERVICES
8389	WESSLER ENGINEERING INC	34919	INV	4/7/2020	11,119.22	NORTHEAST AREA SEWER REPLACEMENT
8389	WESSLER ENGINEERING INC	34923	INV	4/7/2020	21,615.16	40 & 8 LIFT STATION AND FORCE MAIN REPLACEMENT
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18273	INV	4/7/2020	7,912.50	LOWER ELLIOTT DITCH PHASE 2
9160	BUTLER, FAIRMAN & SEUFERT INC	88469	INV	4/7/2020	39,094.00	PEARL RIVER SEWER RELOCATION
190	APPLIED INDUSTRIAL TECHNOLOGIES INC	7018456511	INV	4/7/2020	93.61	SLEEVES FOR HEADWORKS

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8667	IDEXX DISTRIBUTION INC	3061500000	INV	4/7/2020	1,546.03	LAB SUPPLIES
14686	WATERLOGIC USA INC	CNIV828718	INV	4/7/2020	179.00	SERVICE AGREEMENT ON WATER DISPENSERS
10406	XYLEM WATER SOLUTIONS USA INC	3556B10150	INV	4/7/2020	18,242.70	REPAIR PUMP 3170.180-9230006 WILDCAT VALLEY
15693	CONNOR CO	S8981613.001	INV	4/7/2020	1,426.88	HVAC BEARING ASSY
10504	ENVIRONMENTAL EXPRESS INC	1000593721	INV	4/7/2020	3,440.80	LAB SUPPLIES - FILTERS
1265	HACH COMPANY #055380	11881226	INV	4/7/2020	4,040.70	LAB SUPPLIES
1265	HACH COMPANY #055380	11883367	INV	4/7/2020	217.00	LAB SUPPLIES
5936	BALL STATE UNIVERSITY	A12-P2-FISHERS 2020	INV	4/7/2020	1,895.00	PUBLIC MANAGER TRAINING LINDA EISENHUT
8378	BRIDGESTONE AMERICAS INC	612065	INV	4/7/2020	794.96	STORM BILLING PRINTING AND MAILING FEBRUARY
8545	PURDY CONCRETE INC	129448	INV	4/7/2020	1,143.00	CONCRETE HEDGEWOOD
8545	PURDY CONCRETE INC	129449	INV	4/7/2020	1,143.00	CONCRETE WHITCOMB
2700	RELIABLE EXTERMINATORS INC	196094	INV	4/7/2020	25.00	PEST CONTROL ADMIN
2700	RELIABLE EXTERMINATORS INC	196085	INV	4/7/2020	40.00	PEST CONTROL CANAL
2700	RELIABLE EXTERMINATORS INC	196074	INV	4/7/2020	25.00	PEST CONTROL GLICK
2700	RELIABLE EXTERMINATORS INC	196054	INV	4/7/2020	30.00	PEST CONTROL SCOTT
7543	US AGGREGATES INC	12000878	INV	4/7/2020	654.42	#53 CRUSHED STONE
8681	CINTAS CORPORATION NO 2	4045190301	INV	4/7/2020	134.11	UNIFORMS WWPL
1265	HACH COMPANY #055380	11890262	INV	4/7/2020	7,800.00	ANNUAL MAINTENACE CONTRACT
1582	RIETH-RILEY CONSTRUCTION CO INC	9232152	INV	4/7/2020	1,719.69	SURFACE STREET REPAIRS
3360	NUGENT INC	1315663	INV	4/7/2020	450.00	METERS FOR CHANGE OUT
6245	ENVIRONMENTAL LABORATORIES INC	20308642	INV	4/7/2020	150.00	BACTERIA SAMPLING

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3170	FERGUSON ENTERPRISES INC	0193947	INV	4/7/2020	1,500.00	K 81 HYDRANT (FOR REPLACEMENT)
16493	WASTE MANAGEMENT OF INDIANA LLC	7909714-0023-5	INV	4/7/2020	5,185.38	DISPOSAL OF STREET SWEEPINGS
5936	BALL STATE UNIVERSITY	#A11-P2-FISHERS 2020	INV	4/7/2020	1,895.00	PUBLIC MANAGER TRAINING FOR AMBER SIPPLE
16621	EPAC SOFTWARE INC	19120183	INV	4/7/2020	1,077.30	ANNUAL SOFTWARE MAINTENANCE AND SUPPORT
			Board Total		**197,026.39**	

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