

IRON COUNTY EWP PROJECT

CONSULTANT PROJECT NO.: 182-22-02

January 2024

OWNER
IRON COUNTY
82 N 100 E #104
Cedar City, Utah 84720

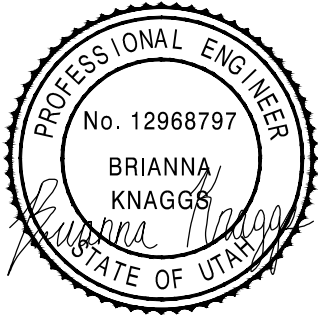
ENGINEER



BOWEN COLLINS
& ASSOCIATES

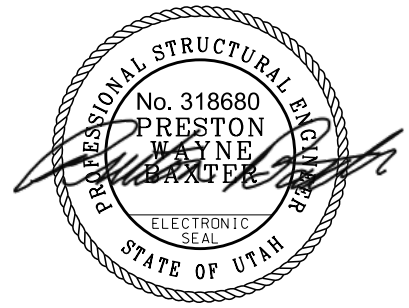
154 East 14075 South
Draper, Utah 84020

SECTION 00 01 07
SEALS PAGE



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INVITATION TO BID**

RECEIPT OF BIDS: Sealed Bids will be received at the Iron County Engineering Office, Owner of the Work, located at 82 N 100 E STE 104, Cedar City, Utah 84720 until **11:00 a.m., on February 7th, 2023**, for construction of the Iron County EWP Project. Any Bids received after the specified time will not be considered.

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

[Iron County EWP Project - Bidding Documents](#)

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

DESCRIPTION OF WORK: The scope of this project is to provide all the labor, materials, tools and equipment necessary to construct the Iron County EWP Project, complete as described in the plans and specifications. The work of this contract comprises of the construction of three separate sites within Iron County, Utah as part of a Natural Resources Conservation Service (NRCS) Emergency Water Protection (EWP) Program grant to implement measures to repair and restore damages from several 2021 storm events. At site No. 1, the Ladybug Nursery site, riprap bank protection will be placed upstream and downstream of the existing culvert crossing the Quichapa Channel. Existing sediment deposition and debris inside the culvert will also be removed to increase flood conveyance capacity. At site No. 2, the Right Hand Creek site, a grade control structure will be constructed through the existing steep channel section downstream of the bridge. A series of 3-ft vertical drops will be constructed out of grouted riprap in this steep section of channel to mitigate the stability issues. At site No. 3, the Red Creek Road site, the existing roadway grade will be lowered above the existing culverts and the roadway will be raised on the northern side of culverts to allow floodwater to overtop roadway only at this location. A concrete cap will be constructed over the existing culverts to protect the culverts and roadway during flood events. Additionally, a flood wall will be constructed along southern bank of channel and in front of existing transformer to protect hydroelectric plant.

SITE OF WORK: The Project contains three separate sites within Iron County, Utah.

MANDATORY PRE-BID CONFERENCE (VIRTUAL): A mandatory pre-bid virtual conference will be held at **11:00 a.m. local time, January 31st, 2023**. This meeting will be available virtually via Microsoft Teams (see information below). Prospective Bidders are required to attend. The purpose of the conference is to discuss the scope of the project, bidding requirements, and to acquaint the bidders with the site conditions. Detailed technical questions can be submitted in writing and will be formally answered, if warranted, by addenda at a later time. Oral statements may not be relied upon and will not be legally binding.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 277 678 664 940

Passcode: wVwU3F

[Download Teams](#) | [Join on the web](#)

COMPLETION OF WORK: Time is of the essence.

The following outlines the schedule for The Project based upon award of the project.

- A. The Work will be substantially complete on or before June 17, 2024 and completed and ready for final payment on or before June 28, 2024.
- B. Time is of the essence. The Owner understands the tight construction schedule for this project. Management of spring runoff is a concern at all three sites, but especially Site No. 2, the Right Hand Creek site. A severe existing headcut is located just downstream of the existing bridge and the containment of the headcut should be prioritized.

OPENING OF BIDS: The Bids will be opened publicly and read at **11:00 a.m. on February 7, 2023** at the above-mentioned office of the Owner.

BID SECURITY: Each Bid shall be accompanied by a certified or cashier's check, or bid bond in the amount of five percent (5%) of the total bid price payable to the Owner as a guarantee that the Bidder, if his Bid is accepted, will promptly execute the contract, provide evidence of insurance, and furnish a satisfactory faithful performance bond in the amount of 100 percent of the total bid price and a payment bond in the amount of 100 percent of the total bid price.

ADDRESS AND MARKING OF BID: The envelope enclosing the Bid shall be sealed and addressed to Iron County Engineering Department. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "Bid for," followed by the title of the Contract Documents for the Work and the date and hour of opening of Bids. The certified or cashier's check, or Bidder's bond shall be enclosed in the same envelope with the Bid.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of Bids shall be directed to the Engineer and copied to the County representative for the Project via email.

Engineer Contact: Brianna Knaggs, P.E.

Email: bknaggs@bowencollins.com

County Representative: Richard Wilson, Chief Engineer

Email: rwilson@ironcounty.net

It shall be understood, however, that no interpretations of the drawings or specifications will be made except in writing signed by the Engineer, nor will any "or equal" products be considered for approval prior to award of a contract.

OWNER'S RIGHTS RESERVED: The Owner may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded or to be awarded by the Owner. The Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the interest of the Owner.

**FORSECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office – For the purposes of this document, the issuing office is the Iron County Engineering and Surveying Department located at 82 N 100 E STE 104, Cedar City, UT 84720.*

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Only Bids from General Contractors who attend the mandatory pre-bid meeting will be accepted. Bidders shall also submit the following information with their bid:
- Evidence of Bidder’s authority to do business in the state where the Project is located.
- Section 00 41 00 - Bid Form
- Section 00 43 12 – Bid Bond
- 3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.
- 3.05 Bidder must meet minimum project specific requirements as outlined in specification Section 00 45 13 – Bidder’s Qualifications to be considered qualified for this project.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment,

or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify: NONE
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study 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. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder’s safety precautions and programs;
- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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 6 – PRE-BID CONFERENCE

- 6.01 A mandatory pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

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

A. Pavement Restoration

B. Construction and Testing of Sewer Line and Manholes

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

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder’s name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

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

14.02 Allowances

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Iron County Engineering and Surveying Department located at 82 N 100E STE 104, Cedar City, UT 84720.
- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

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

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- B. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

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

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 It is customary for Owner to fill in the date on the signature page of the Agreement in order to indicate when it is to become effective (the Effective Date of the Contract) so that the required bonds may be properly dated. When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 State and local taxes, excise and license fees, as required by the laws and statues of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid Forms shall include sales and use taxes, unless provision are made in the Bid Forms to separately itemize taxes.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED (NOT USED)

END OF SECTION

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**SECTION 00 41 00
BID FORM**

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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 1 – OWNER AND BIDDER

1.01 *This Bid is submitted to:*

**Iron County Engineer
82 North 100 East Suite 104
Cedar City, Utah 847**

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 – ATTACHMENTS TO THIS BID

2.01 *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. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

BASIS OF BID – LUMP SUM BID AND UNIT PRICES

2.02 *Lump Sum Bids*

Not applicable to this project.

2.03 *Unit Price Bids*

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

SCHEDULE A – LADYBUG NURSERY SITE REPAIRS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
A1	Mobilization, Demobilization, and Administrative Items (6%)	LS	1	\$	\$
A2	Compacted Rock Riprap (Class VII, D50 = 24-inch)	CY	110	\$	\$
A3	Filter Fabric	SY	150	\$	\$
A4	Sediment & Debris Removal, and Disposal	LS	1	\$	\$
Total of All Schedule A Unit Price Bid Items					\$

SCHEDULE B - RIGHT HAND CREEK SITE REPAIRS BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
B1	Mobilization, Demobilization, and Administrative Items (6%)	LS	1	\$	\$
B2	Field Survey and Staking	LS	1	\$	\$
B3	Traffic Control	LS	1	\$	\$
B4	Dewatering and River Management	LS	1	\$	\$
B5	Grout for Grouted Riprap	CY	790	\$	\$
B6	Onsite Rock for Grouted Riprap (Class V, D50 = 18-inch)	CY	1,980	\$	\$
B7	Riprap Subbase	LS	1	\$	\$
B8	Imported Rock for Loose Riprap Sill (Class VIII, D50 = 30-inch)	CY	640	\$	\$
B9	Demolition of Portion of Existing Concrete Apron	LS	1	\$	\$
B10	Tree Removal, Trimming, Clearing, and Grubbing	LS	1	\$	\$
B11	Erosion Control Fabric	SF	4,110	\$	\$
B12	Reseed Disturbed Banks	AC	0.1	\$	\$
Total of All Schedule B Unit Price Bid Items					\$

SCHEDULE C - RED CREEK ROAD SITE REPAIRS BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C1	Mobilization, Demobilization, and Administrative Items (6%)	LS	1	\$	\$
C2	Field Survey and Staking	LS	1	\$	\$
C3	Traffic Control	LS	1	\$	\$
C4	Concrete Flood Wall	LS	1	\$	\$
C5	Concrete Cap on Culvert	LS	1	\$	\$
C6	Road Embankment Fill - Type "M" Aggregate Subbase	SY	550	\$	\$
C7	Gravel Road Surface - Type "G" Base Course	SY	620	\$	\$
C8	Type "D" Select Backfill	CY	250	\$	\$
C9	Cable Safety Barrier	LS	1	\$	\$
C10	4" Concrete Slab over Grouted Riprap	LS	1	\$	\$
C11	Grout for Grouted Riprap	CY	80	\$	\$
C12	Imported Rock for Grouted Riprap (Class V, D50 = 18-inch)	CY	190	\$	\$
C13	Access Road Embankment Fill - Type "I" Levee Material	LS	1	\$	\$
C14	Riprap Subbase	LS	1	\$	\$
Total of All Schedule C Unit Price Bid Items					\$

B. Bidder acknowledges that:

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

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

Schedule A – Ladybug Nursery Site Repairs Bid Price	\$
Schedule B – Right Hand Creek Site Repairs Bid Price	\$
Schedule C – Red Creek Road Site Repairs Bid Price	\$
Total Bid Price (Total of all Unit Price Bids)	\$

ARTICLE 3 – BASIS OF BID – COST-PLUS FEE

Not applicable to this project.

ARTICLE 4 – BASIS OF BID – PRICE PLUS TIME

Not applicable to this project.

ARTICLE 5 – TIME OF COMPLETION

5.01 *Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.*

5.02 *Bidder agrees that the Work will be substantially complete on or before June 17, 2024, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 28, 2024.*

5.03 *Bidder accepts the provisions of the Agreement as to liquidated damages.*

ARTICLE 6 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

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

6.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date

6.04 *Assignment of Procurement Contract*

Not applicable to this project.

ARTICLE 7 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8 – POTENTIAL ECONOMIC PRICE ADJUSTMENTS

Not applicable to this project.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____

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**SECTION 00 43 13
BID BOND (PENAL SUM FORM)**

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<p>Bidder</p> <p>Name: [Full formal name bidder]</p> <p>Address (<i>principal place of business</i>): [Full address of Bidder]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Full address of Surety]</p>
<p>Owner</p> <p>Name: Iron County</p> <p>Mailing address (<i>principal place of business</i>): 82 N 100 E #104, Cedar City, UT 84720</p>	<p>Bid</p> <p>Project (<i>name and location</i>): [Owner's project/contract name, and location of the project]</p> <p>Bid Due Date [Bid Date]</p>
<p>Bond</p> <p>Penal Sum: [Bond Amount]</p> <p>Date of Bond: [Bond Date]</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
<p>_____</p> <p>(Full formal name of Bidder)</p>	<p>_____</p> <p>(Full formal name of Surety) (corporate seal)</p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

END OF SECTION

**SECTION 00 45 30
E-VERIFY AGREEMENT AND AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with Utah Code Ann. § 63G-12-302 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Owner has registered with, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Utah Code Ann. § 63G-12-302 and 13-47-201.

Contractor agrees that it will continue to use the federal work authorization program throughout the Contract period, and should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Owner, Contractor will secure from each such Subcontractor(s) similar verification of compliance with Utah Code Ann. § 63G-12-302 and 13-47-201 using a similar affidavit.

Contractor agrees to maintain records of such compliance and provide a copy of each verification to Owner within five days of the time that Subcontractor is retained to perform such services.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Bidder/Contractor	Owner/Public Entity
Name: Full formal name of Bidder/Contractor	Name: Iron County
Federal User ID Number: [Federal ID Number]	Address (<i>principal place of business</i>):
Date of Authorization: [Date of authorization]	82 N 100 E #104, Cedar City, UT 84720
Address (<i>principal place of business</i>): Full address of Contractor	

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on the ____ day of _____, 20__.

Bidder/Contractor as Principal _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Notary Public Subscribed and sworn before me on this ____ day of _____, 20__. _____ <i>(Notary Signature & Seal)</i> My Commission Expires _____ <div style="text-align: right;"><i>(date)</i></div>
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**SECTION 00 51 00
NOTICE OF AWARD**

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Date of Issuance:	<u>[Pick Date]</u>	
Owner:	<u>Iron County</u>	Owner's Contract No.: _____
Engineer:	<u>Bowen, Collins & Associates</u>	Engineer's Project No.: <u>182-22-02</u>
Project:	<u>Iron County EWP Project</u>	Contract Name: _____
Bidder:	_____	
Bidder's Address:	_____	

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
[_____].
[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [_____] *[note if subject to unit prices, or cost-plus]*
[_____] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.
[Revise if multiple copies accompany the Notice of Award]

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): *Describe other conditions that require Successful Bidder's compliance.*

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

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

Owner:	_____
By:	_____
	Authorized Signature
Name (printed):	_____
Title:	_____

Copy: Engineer

END OF SECTION

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**SECTION 00 52 13
AGREEMENT**

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This agreement is by and between Iron County (“Owner”) and [Specify formal name of Contractor] (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The Iron County EWP Project which consists of the construction of three separate sites within Iron County, Utah as part of a Natural Resources Conservation Service (NRCS) Emergency Water Protection (EWP) Program grant to implement measures to repair and restore damages from several 2021 storm events. At site No. 1, the Ladybug Nursery site, riprap bank protection will be placed upstream and downstream of the existing culvert crossing the Quichapa Channel. Existing sediment deposition and debris inside the culvert will also be removed to increase flood conveyance capacity. At site No. 2, the Right Hand Creek site, a grade control structure will be constructed through the existing steep channel section downstream of the bridge. A series of 3-ft vertical drops will be constructed out of grouted riprap in this steep section of channel to mitigate the stability issues. At site No. 3, the Red Creek Road site, the existing roadway grade will be lowered above the existing culverts and the roadway will be raised on the northern side of culverts to allow floodwater to overtop roadway only at this location. A concrete cap will be constructed over the existing culverts to protect the culverts and roadway during flood events. Additionally, a flood wall will be constructed along southern bank of the channel and in front of existing transformer to protect hydroelectric plant. .
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but the following list further describes each site's project location: Site No. 1: The Ladybug Nursery site is located at 42 South Westview Drive, just to the west of the Quichapa Channel on the west side of Cedar City. Site No. 2: The Right Hand Creek site is southeast of Cedar City in the Cedar Mountains. Right Hand Canyon Road intersects with Highway 14 and the approximately on mile later crosses Right Hand Creek where the subject bridge it. Site No. 3: The Red Creek Road site is located at the mouth of Red Creek Canyon where an existing culvert provides crossing of the Red Creek channel along Red Creek Road on the outskirts of Paragonah, UT. .

ARTICLE 2 – CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the

Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications as listed in the Specifications Table of Contents.
 - 5. Drawings as listed on the Index of Drawings.
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. Contractor’s Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942)

ARTICLE 3 – ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is Bowen Collins and Associates.

ARTICLE 4 – CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete on or before June 17, 2024 and completed and ready for final payment on or before June 28, 2024.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$ 1000 for each day that expires after the Contract Time for substantial completion.

4.03 *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 or Contract Price.
- 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 or its subcontractors or suppliers.
- 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.
- D. 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 or Contractor’s subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer’s comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5 – CONTRACT PRICE

5.01 *Payment*

- A. 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:
 - 1. For all Work, at the prices stated in contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$
Each Employee	\$
Policy Limit	\$

b. Workers’ Compensation and Employer’s Liability

General Aggregate	\$
Products - Completed Operations Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$

c. Automobile Liability

Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$

d. Excess or Umbrella Liability

Per Occurrence	\$
General Aggregate	\$

e. Contractor’s Pollution Liability

Each Occurrence/Claim	\$
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General Aggregate

\$

- B. All insurance policies required to be purchased and maintained 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 after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage 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.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. 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 15.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. 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.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work must be new and of good quality, and 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.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing 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.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law 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 such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit 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.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- 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 consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, 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, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, 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 all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. 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.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. 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 for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. 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 for related safety precautions and programs, 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.

ARTICLE 10 – CHANGES IN THE WORK

10.01 *Authority to Change 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.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, 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

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by the 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 Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11 – DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) 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 notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 1. Review the condition in question;
 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor 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, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12 – CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. 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. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's

and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. 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.

ARTICLE 14 – PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

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

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall 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 request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

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

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. 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;

4. A list of all pending claims; and
 5. 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.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by 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 Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the 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. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. 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.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

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

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from Owner.

ARTICLE 16 – CONTRACTOR’S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, 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.

17.04 *No Waiver*

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

17.05 *Survival of Obligations*

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

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

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

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____
Agreement.)

Email: _____

License No.: _____
(where applicable)

State: _____

END OF SECTION

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**SECTION 00 55 00
NOTICE TO PROCEED**

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Owner:	Iron County	Owner's Contract No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	182-22-02
Contractor:		Contractor's Project No.:	
Project:	Iron County EWP Project		
Contract Name:			
Effective Date of Contract:	[Pick Date]		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [Pick Date] pursuant to 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 is [Pick Date] and the date of readiness for final payment is [Pick Date].

The number of days to achieve Substantial Completion is [Specify number of days] from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of [Pick Date] and the number of days to achieve readiness for final payment is [Specify number of days] from the commencement date of the Contract Times, resulting in a date for readiness for final payment of [Pick Date].

Before starting any work at the Site, Contractor must comply with the following:
[Specify any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued: [Pick Date]

Copy: Engineer

END OF SECTION

SECTION 00 61 14 PERFORMANCE BOND

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<p>Contractor</p> <p>Name: <u>Full formal name of Contractor</u></p> <p>Address <i>(principal place of business)</i>: <u>Full address of Contractor</u></p>	<p>Surety</p> <p>Name: <u>Full formal name of Surety</u></p> <p>Address <i>(principal place of business)</i>: <u>Full address of Surety</u></p>
<p>Owner</p> <p>Name: <u>Iron County</u></p> <p>Mailing address <i>(principal place of business)</i>: <u>82 N 100 E #104, Cedar City, UT 84720</u></p>	<p>Contract</p> <p>Description <i>(name and location)</i>: <u>Owner's project/contract name, and location of the project</u></p> <p>Contract Price: <u>Amount from Contract</u></p> <p>Effective Date of Contract: <u>Date from Contract</u></p>
<p>Bond</p> <p>Bond Amount: <u>Bond Amount</u></p> <p>Date of Bond: <u>Bond Date</u></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<u>(Full formal name of Contractor)</u>	<u>(Full formal name of Surety) (corporate seal)</u>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor performs the Construction Contract, Surety and 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, Surety's obligation under this Bond will arise after:
 - 3.1 Owner first provides notice to Contractor and Surety that Owner is considering declaring a Contractor Default. Such notice may indicate whether Owner is requesting a conference among owner, Contractor, and Surety to discuss contractor's performance. If owner does not request a conference, surety may, within five (5) business days after receipt of owner's notice, request such a conference. If surety timely requests a conference, owner shall attend. Unless owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of surety's receipt of owner's notice. If owner, contractor, and surety agree, contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 Owner declares a Contractor Default, terminates the Construction Contract and notifies surety; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to surety's obligations, or release surety from its obligations, except to the extent surety demonstrates actual prejudice.
5. When owner has satisfied the conditions of Paragraph 3, surety shall promptly and at surety's expense take one of the following actions:
 - 5.1 Arrange for contractor, with the consent of 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 owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by owner and a contractor selected with 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 owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by owner as a result of 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 owner and, as soon as practicable after the amount is determined, make payment to owner; or
 - 5.4.2 Deny liability in whole or in part and notify owner, citing the reasons for denial.
6. If surety does not proceed as provided in Paragraph 5 with reasonable promptness, surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from owner to surety demanding that surety perform its obligations under this Bond, and owner shall be entitled to enforce any remedy available to owner. If surety proceeds as provided in Paragraph 5.4, and owner refuses the payment, or surety has denied liability, in whole or in part, without further notice, owner shall be entitled to enforce any remedy available to owner.
7. If surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of surety to owner will not be greater than those of contractor under the Construction Contract, and the responsibilities of owner to surety will not be greater than those of owner under the Construction Contract. Subject to the commitment by owner to pay the Balance of the Contract Price, surety is obligated, without duplication for:
 - 7.1 the responsibilities of contractor for correction of defective work and completion of the Construction Contract;

- 7.2 additional legal, design professional, and delay costs resulting from contractor's Default, and resulting from the actions or failure to act of surety under Paragraph 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 contractor.
8. If surety elects to act under Paragraph 5.1, 5.3, or 5.4, surety's liability is limited to the amount of this Bond.
9. Surety shall not be liable to owner or others for obligations of contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than owner or its heirs, executors, administrators, successors, and assigns.
10. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after contractor ceased working or within two years after surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to surety, owner, or contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1 *Balance of the Contract Price*—The total amount payable by owner to contractor under the Construction Contract after all proper adjustments have been made including allowance for contractor for any amounts received or to be received by owner in settlement of insurance or other claims for damages to which contractor is entitled, reduced by all valid and proper payments made to or on behalf of contractor under the Construction Contract.
 - 14.2 *Construction Contract*—The agreement between 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 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 owner, which has not been remedied or waived, to pay 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 owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:
 - 16.1 Describe modifications or select "None"

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**SECTION 00 61 15
PAYMENT BOND**

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<p>Contractor</p> <p>Name: Full formal name of Contractor</p> <p>Address (principal place of business): Full address of Contractor</p>	<p>Surety</p> <p>Name: Full formal name of Surety</p> <p>Address (principal place of business): Full address of Surety</p>
<p>Owner</p> <p>Name: Iron County</p> <p>Mailing address (principal place of business): 82 N 100 E #104, Cedar City, UT 84720</p>	<p>Construction Contract</p> <p>Description (name and location): Owner's project/contract name, and location of the project</p> <p>Contract Price: Amount from Contract</p> <p>Effective Date of Contract: Date from Contract</p>
<p>Bond</p> <p>Bond Amount: Bond Amount</p> <p>Date of Bond: Bond Date</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless 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 surety and contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, surety's obligation to owner under this Bond will arise after owner has promptly notified contractor and surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against owner or 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 contractor and surety.
4. When owner has satisfied the conditions in Paragraph 3, surety shall promptly and at surety's expense defend, indemnify, and hold harmless owner against a duly tendered claim, demand, lien, or suit.
5. Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1 Claimants who do not have a direct contract with contractor
 - 5.1.1 have furnished a written notice of non-payment to 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 surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with contractor have sent a Claim to surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by owner to 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, surety shall promptly and at surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to 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 Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which surety and Claimant have reached agreement. If, however, surety fails to discharge its obligations under Paragraph 7.1 or 7.2, 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. Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by surety.
9. Amounts owed by owner to contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By contractor furnishing and owner accepting this Bond, they agree that all funds earned by contractor in the performance of the Construction Contract are dedicated to satisfying obligations of contractor and Surety under this Bond, subject to owner's priority to use the funds for the completion of the work.
10. Surety shall not be liable to owner, Claimants, or others for obligations of contractor that are unrelated to the Construction Contract. 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. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to surety, owner, or contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

16.1.1 The name of the Claimant;

16.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4 A brief description of the labor, materials, or equipment furnished;

16.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7 The total amount of previous payments received by the Claimant; and

16.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

16.3 *Construction Contract*—The agreement between 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 owner, which has not been remedied or waived, to pay 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 owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:
 - 18.1 Describe modifications or select “None”

END OF SECTION

**SECTION 00 62 76
CONTRACTOR'S APPLICATION FOR PAYMENT**

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Contractor's Application for Payment No.

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

**Application For Payment
Change Order Summary**

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

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

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

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):				Application Number:			
Application Period:				Application Date:			

A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Totals								

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number:	
Application Period:		Application Date:	

A					B	C	D	E	F			
Item			Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
		Totals										

END OF SECTION

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**SECTION 00 63 36
FIELD ORDER FORM**

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Field Order No.

Owner:	Iron County	Owner's Project No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	182-22-02
Contractor:		Contractor's Project No.:	
Project:	Iron County EWP Project		
Contract Name:			
Date Issued:	Pick a date	Effective Date of Field Order:	Pick a date

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:
Date:	Date:

Copy to: Owner

END OF SECTION

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**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

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Work Change Directive No.

Owner: Iron County	Owner's Project No.:
Engineer: Bowen, Collins & Associates	Engineer's Project No.: 182-22-02
Contractor:	Contractor's Project No.:
Project: Iron County EWP Project	
Contract Name:	
Date Issued: Pick a date	Effective Date of Work Change Directive: Pick a date

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$	[increase] [decrease] [not yet estimated]
Contract Time days	[increase] [decrease] [not yet estimated]

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Lump Sum | <input type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input type="checkbox"/> Other |

RECOMMENDED BY ENGINEER:

AUTHORIZED BY OWNER:

By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

END OF SECTION

**SECTION 00 63 63
CHANGE ORDER**

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Change Order No.

Owner:	Iron County	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	182-22-02
Project:	Iron County EWP Project		
Contract Name:			
Date Issued:	Pick a date	Effective Date of Change Order:	Pick a date

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>note changes in Milestones if applicable</i>
Original Contract Price: \$	Original Contract Times: Substantial Completion: Ready for Final Payment: _____ days or dates
[increase] [decrease] from previously approved Change Orders No. ___ to No. ___: \$	[increase] [decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment: _____ days or dates
[increase] [decrease] of this Change Order:	[increase] [decrease] of this Change Order:

\$	Substantial Completion: Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment: _____ days or dates

RECOMMENDED BY ENGINEER:	ACCEPTED BY OWNER:	ACCEPTED BY CONTRACTOR:
By: _____ Engineer (if required)	By: _____ Owner (Authorized)	By: _____ Contractor (Authorized)
Title: _____	Title: _____	Title _____
Date: Pick a date	Date: Pick a date	Date Pick a date

Approved by Funding Agency (if applicable)

By: _____ Date: [Pick a date](#)
Title: _____

END OF SECTION

SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

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Owner:	Iron County	Owner's Contract No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	182-22-02
Contractor:		Contractor's Project No.:	
Project:	Iron County EWP		
Contract Name:			

This [\[Select preliminary or final\]](#) Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial completion: [Select date, as determined by Engineer.](#)

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

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

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

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

Amendments to Owner's responsibilities:

- None As follows

Amendments to Contractor's responsibilities:

- None As follows

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

[List attachments such as punch list; other documents]

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

ENGINEER:

By: (signature):

(Authorized signature)

Name (printed):

Title:

Date:

[Pick a date.](#)

END OF SECTION

**SECTION 00 65 18
NOTICE OF ACCEPTABILITY OF WORK**

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Owner:	Iron County	Owner's Project No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	182-22-02
Contractor:		Contractor's Project No.:	
Project:	Iron County EWP Project		
Contract Name:			
Notice Date:	Pick a date	Effective Date of Construction Contract:	Pick a date

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

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

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

ENGINEER:

By: (signature):

(Authorized signature)

Name (printed):

Title:

Date:

[Pick a date.](#)

END OF SECTION

**SECTION 00 70 00
GENERAL CONDITIONS**

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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 document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

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

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

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

ARTICLE 2 – PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed 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 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
 - 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 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or

has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

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

B. Resolving Discrepancies

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible 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.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or

interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

- A. Limitation on Use of Site and Other Areas
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements

or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except

with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. Possible Price and Times Adjustments
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding

Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to

Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

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

E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. Possible Price and Times Adjustments

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

with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such

condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in

the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing

defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by,

arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *7.04 Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer

authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor

may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting

for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

- A. Shop Drawing and Sample Requirements
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

- c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
 1. Shop Drawings
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. Samples
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Engineer's Review of Shop Drawings and Samples
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. Resubmittal Procedures for Shop Drawings and Samples
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

- b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations,

specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 - OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly

integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer’s Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11 – CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer’s recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

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

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

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

B. Change Proposal Procedures

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

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If

Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

11.10 *Notification to Surety*

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

ARTICLE 12 - CLAIMS

12.01 *Claims*

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

best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms;
or

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

value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

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

and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

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

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

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. 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:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due
1. 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial

Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy 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.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially

complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or 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 Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated

in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

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These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC 4.05."

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Supplement Paragraph 1.01.A.42 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner with the full-time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications; and (iii) all inspections required have been completed and identified defective Work replaced or corrected.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor 1 printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

No Supplementary Conditions in this Article.

ARTICLE 4 – SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

4.03 *Subsurface and Physical Conditions*

No Supplementary Conditions in this Article.

4.04 *Differing Subsurface or Physical Conditions*

SC-4.04 Delete Paragraph 5.04.E.2.c in its entirety and replace with the following:

- c. Contractor failed to give written notice of differing site conditions required by Paragraph 5.04.A within 14 days of discovery and before conditions are disturbed. Failure to provide such written notice constitutes a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.06 *Hazardous Environmental Conditions at Site*

No Supplementary Conditions in this Article.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form given in Section 00 61 14 of these Specifications.
2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form given in Section 00 61 15 of these Specifications.

6.02 *Insurance—General Provisions*

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers’ Compensation and Employer’s Liability*: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$ N/A
Bodily injury by disease—aggregate	\$ N/A
Employer’s Liability	
Each accident	\$
Each employee	\$

Workers' Compensation and Related Policies	Policy limits of not less than:
Policy limit	\$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- E. *Commercial General Liability – Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability – Form and content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability – Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 3,000,000

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

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 3,000,000
Property Damage	
Each Accident	\$ 1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 3,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella

or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[Specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ N/A
General Aggregate	\$ N/A

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$ 1,000,000
Annual Aggregate	\$

- O. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Section 6.04 in its entirety and replace with the following:

- A. Builder's "All Risk" Insurance. CONTRACTOR shall provide CERTIFICATES OF INSURANCE showing that CONTRACTOR has obtained, for the duration of the CONTRACT TIME, BUILDER'S RISK "ALL RISK" insurance in the amount equal to the CONTRACT PRICE including flood, tidal wave, and earthquake, but excluding tidal wave and earthquake coverage in excess of 5 percent of the CONTRACT PRICE. INSURANCE CERTIFICATES, shall name CERTIFICATE HOLDER as additional insureds.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

No Supplementary Conditions in this Article

ARTICLE 8 – OTHER WORK AT THE SITE

No Supplementary Conditions in this Article

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be identified during the Pre-Construction conference. The authority and responsibilities of Owner’s Site Representative follow: .

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with 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.

ARTICLE 11 – CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12 – CLAIMS

12.01 *Claims*

SC-12.01 Delete Paragraph 12.01.B in its entirety and insert the following in its place:

B. *Submittal of Claim:*

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

2. If Contractor submits a claim to Owner for additional compensation, Owner shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit Contractor's books. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The right to examine and inspect herein provided for shall be exercisable through such representatives as Owner deems desirable during Contractor's normal business hours at the office of Contractor. Contractor shall make available to Owner for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to Owner.

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

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of *Rental Rate Blue Book for Construction Equipment*.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

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

No Supplementary Conditions in this Article.

ARTICLE 15 – PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.04 Contractor May Stop Work or Terminate

SC-16.04 In Paragraph B, delete the two “30 days” callouts and replace both with “45 days”.

ARTICLE 17 – FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraphs immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC 17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association’s supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and

Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, considering the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 - MISCELLANEOUS

No Supplementary Conditions in this Article.

END OF SECTION

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, Inspection requests and reports, RFI's and responses to RFI's, and Contract forms.	Project Website	PDF	(2)
a.3	Record and Closeout Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Project Website	PDF and EXC for Payment App	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Project Website	PDF	
a.5	Photographs with dates	Project Website	JPEG or JPEG2000	
a.6	Videos with dates	Project Website	WMV	
a.7	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.8	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOCX	
a.9	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.10	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 11 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2018 or later			
DOC	Microsoft® Word .docx format Version 2019 or later			
EXC	Microsoft® Excel .xlsx or .xml format Version 2019 or later			
DB	Microsoft® Access .accdb format Version 2016 or later			

EXHIBIT B—PROJECT WEBSITE USER LIST

EPM System User List

Name	Project Role	E-mail Address	Company	Primary Phone	Address	City	State	Zip Code

Attach additional pages as needed

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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work to be performed under this Contract consists of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete, safe, and proper construction of the Work in good faith shall be provided by Contractor as though originally so indicated, at no increase in cost to Owner.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract comprises the construction of three separate sites within Iron County, Utah as part of a Natural Resources Conservation Service (NRCS) Emergency Water Protection (EWP) Program grant to implement measures to repair and restore damages from several 2021 storm events. At site No. 1, the Ladybug Nursery site, riprap bank protection will be placed upstream and downstream of the existing culvert crossing the Quichapa Channel. Existing sediment deposition and debris inside the culvert will also be removed to increase flood conveyance capacity. At site No. 2, the Right Hand Creek site, a grade control structure will be constructed through the existing steep channel section downstream of the bridge. A series of 3-ft vertical drops will be constructed out of grouted riprap in this steep section of channel to mitigate the stability issues. At site No. 3, the Red Creek Road site, the existing roadway grade will be lowered above the existing culverts and the roadway will be raised on the northern side of culverts to allow floodwater to overtop roadway only at this location. A concrete cap will be constructed over the existing culverts to protect the culverts and roadway during flood events. Additionally, a flood wall will be constructed along the southern bank of the channel and in front of existing transformer to protect hydroelectric plant.
- B. The Work is located at several locations within Iron County, Utah as indicated on the Drawings. The following list further describes each site's project location:
1. Site No. 1: The Ladybug Nursery site is located at 42 South Westview Drive, just to the west of the Quichapa Channel on the west side of Cedar City.
 2. Site No. 2: The Right Hand Creek site is southeast of Cedar City in the Cedar Mountains. Right Hand Canyon Road intersects with Highway 14 and the approximately on mile later crosses Right Hand Creek where the subject bridge it.
 3. Site No. 3: The Red Creek Road site is located at the mouth of Red Creek Canyon where an existing culvert provides crossing of the Red Creek channel along Red Creek Road on the outskirts of Paragonah, UT.

1.3 CONTRACT METHOD

- A. The Work hereunder will be constructed under a single unit price contract.

1.4 STREAMLINED SPECIFICATIONS

- A. These specifications are written in streamlined or declarative style, often using incomplete sentences. This imperative language is directed to Contractor unless specifically noted otherwise.
- B. Omissions of such words and phrases as “Contractor shall,” “in conformity therewith,” “shall be,” “as shown on the Drawings,” “a,” “an,” “the,” and “all” are intentional in streamlined sections.
 - 1. Omitted words shall be supplied by inference in the same manner as when a note appears on the Drawings.
 - 2. Omission of such words shall not relieve Contractor from providing the items and work described herein or indicated on the Drawings.
 - 3. Words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

1.5 WORK BY OTHERS

- A. Owner reserves the right to perform or award other work concurrent with the Work included in this Contract
 - 1. Work may be conducted at or adjacent to the Site by other contractors during the performance of the Work under this Contract. Conduct operations to cause a minimum of interference with the Work of such other contractors and cooperate fully with such contractors to provide continued safe access to their respective portions of the Site, as required to perform Work under their respective contracts.
- B. Interference With Work On Utilities:
 - 1. Cooperate and coordinate fully with all utility forces of Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work.
 - 2. Schedule the Work to minimize interference with said relocation, altering, or other rearranging of facilities.

1.6 WORK SEQUENCE AND SCHEDULING CONSTRAINTS

- A. Schedule and perform the Work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, cable television, and telephone. Refer to Utility Adjustment and other plan and profile sheets for approximate location of utilities. However, there is no guarantee as to accuracy or completeness. Contractor shall incorporate as-built locations on the reproducible record plans, in red ink, showing proper location on each sheet where these utilities are located.

1.7 CONTRACTOR USE OF PROJECT SITE

- A. Use of the Project Site shall be limited to construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

1.8 OWNER USE OF THE PROJECT SITE

- A. Owner may utilize all or part of the existing Site during the entire period of construction. Cooperate and coordinate with Engineer to facilitate Owner's operations and projects and to minimize interference with Contractor's operations at the same time. In any event, Owner shall be allowed safe access to the Project Site during the period of construction.

1.9 CONTRACTOR'S WORKING HOURS

- A. Perform work within Owner's regular working hours from 7:00 am to 7:00 pm. If Contractor desires to work overtime or work on a Saturday, Sunday, or any legal holiday, obtain prior approval from Owner and Engineer.

1.10 STORAGE

- A. Storage conditions shall be acceptable to Owner for all materials and equipment not incorporated into the Work but included in Applications for Payment. Such storage arrangements and conditions shall be presented in writing for Owner's review and approval and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to Engineer. The stored materials shall be insured for full value. Certificates of liability insurance coverage must be submitted to Engineer with the request for payment by Contractor. All arrangements and costs for storage facilities shall be paid by Contractor, unless specifically designated in the Contract Documents to be furnished by Owner.

1.11 NOTICES TO OWNERS OF ADJACENT PROPERTIES AND UTILITIES

- A. Notify Owners of adjacent property and utilities when prosecution of the Work may affect them.
- B. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Give notices sufficiently in advance to enable the affected person(s) to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit any resulting inconvenience.
- C. Utilities and other concerned agencies shall be contacted at least seven days prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.
- D. Review with the various utility companies the construction methods, safety procedures, and Work to be done in the vicinity of utilities. When temporary relocation of utilities is necessary, provide sufficient advance notice to the utility involved.

1.12 LINES AND GRADES

- A. Perform all Work to the lines, grades, and elevations shown on the Drawings.
- B. Basic horizontal and vertical control points will be established or designated as provided in General Conditions paragraphs. Use these points as datum for the Work. Perform any additional survey, layout, or measurement work needed for proper construction of the Work as a part of the Work at no additional cost to Owner.
- C. Employ experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, furnish, without additional charge, competent personnel and such tools, stakes, and other materials as Engineer may require in establishing or designating control points or in checking survey, layout, and measurement of Work performed.
- D. Keep Engineer informed, a reasonable time in advance, of the times and places at which Work is to be done, so that horizontal and vertical control points may be established, and any checking deemed necessary by Engineer may be done with minimum delay to the Project.
- E. Remove and reconstruct Work, which is improperly located.

1.13 PROJECT MEETINGS

- A. Preconstruction Conference
 - 1. Prior to the commencement of Work at the Site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by Contractor's Project Manager, its Superintendent, its Safety Representative, and its Subcontractors as Contractor deems appropriate. Other attendees will be:
 - a. Engineer
 - b. Representatives of Owner
 - c. Governmental representatives as appropriate
 - d. Others as requested by Contractor, Owner, or Engineer
 - e. Engineer's Representative
 - 2. Bring to the conference, any submittals so indicated in Section 01 33 20 - Contractor Submittals.
 - 3. The purpose of the conference is to designate responsible personnel, discuss contract requirements and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished by Engineer prior to the meeting date. However, be prepared to discuss all the items listed below.
 - a. Contractor's assignments for safety and first aid, including Designated Competent person(s) and Contractor's safety Representative.
 - b. Status of Contractor's insurance and bonds.
 - c. Contractor's tentative schedules.
 - d. Transmittal, review, and distribution of Contractor's submittals.
 - e. Processing applications for payment.
 - f. Maintaining record documents.
 - g. Critical Work sequencing.
 - h. Field decisions and Change Orders.

- i. Use of project site, office and storage areas, security, housekeeping, and Owner's needs.
 - j. Major equipment deliveries and priorities.
 - k. Permits required for construction.
 - l. Utilities required for construction.
 - m. Contract Owner and channels of communication.
 - n. Coordination with others.
4. Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

B. Progress Meetings

1. Engineer will schedule and hold regular on-Site progress meetings at least weekly and at other times as deemed necessary by Engineer or as required by progress of the Work. Contractor, Engineer, and all Subcontractors active on the Site must attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
2. Engineer will preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the Work, discuss safety, maintain coordination of efforts, discuss commercial issues, discuss changes in scheduling, and resolve other problems, which may develop. During each meeting, all parties are required to present any issues, which may impact its Work, with a view toward resolving these issues expeditiously.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 20 00
MEASUREMENT AND PAYMENT**

1.1 DESCRIPTION

- A. This Section defines the manner in which the Lump Sum Prices, Unit Prices, and the Allowances listed in the Bid Schedule will be used to determine measurement and payment for all Work and describes the required procedures for monthly progress payments to the Contractor.
- B. Bid amounts will include all plant, equipment, tools materials, labor, service, and all other items required to complete the Work included in the Agreement unless specifically excluded by this section. Work required for which no separate Bid item is identified will be considered as a subsidiary obligation of the Contractor, and the cost therefore shall be included in the most applicable Bid item. Refer to Section 01 32 16 – Construction Progress Schedule for resource loading and progress payments. Compensation for partial completion of the Work will be determined by use of the Construction Schedule. Bid amounts for each item will be the basis for development of budget values for activities included in the Construction Schedule and in the Schedule of Values. Adjustments to Allowance Bid Item amounts will be applied to the Contract Price when Work is completed, and actual Allowance item amounts are known.
- C. Payment for all items in the Bid Schedule will include full compensation for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including but not limited to all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Utah Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- D. All costs shall be included in the prices named in the Bid Schedule for the various items of Work. Except as otherwise provided herein, no separate payment will be made for any item that is not specifically set forth in the Bid Schedule.
- E. When included, all estimated quantities stipulated in the Bid or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the Bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.
- F. The unit or lump sum item of work, which involves excavation or trenching shall include all costs for such work. No direct payment will be made for excavation or trenching. All excavation and trenching will be unclassified as to materials which may be encountered; in addition, trenches will be unclassified as to depth. No additional payment will be made for

rock or caliche excavation, nor for blasting which the Contractor determines is required for rock or caliche excavations.

- G. Monthly pay requests are due on the 30th of each month, and while pay requests will be accepted prior to this date, pay request processing will not begin until this date for purposes of meeting the Owner's pay request processing obligations. Failure to submit a pay request by this day may be cause for the rejection of the pay request. If rejected, Contractor may have to resubmit the pay request the next month. Should the submittal date fall on a holiday or weekend day during the month, then consider the next working day as the due date.
- H. Note that the information provided in this Section is intended for use as a general description of the breakdown of work to be included in the Bid Schedule. The following descriptions are NOT intended to represent a complete listing of all Work required by the Contract Documents. Be responsibility to make sure that costs for all Work required in the plans and specifications is accounted for in the appropriate Bid Items, whether or not specifically described in this Measurement and Payment section. The Owner is not responsible for Contractor's failure to properly coordinate with Subcontractors and Suppliers regarding the breakdown of Work in these Contract Documents.

1.2 MEASUREMENT AND PAYMENT

Unit prices or lump sum amounts to include full compensation for furnishing all labor, materials, products, tools, equipment, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit, taxes, and doing all work shown on the Drawings, defined in the Specifications, and/or stipulated herein.

- B. Payment covers the cost of incidental work which includes, but is not limited to: progress schedule; QC program; safety procedure plan; maintaining construction schedule; submittals; manufacturer's service in accordance with the specifications; dust control; surface water and drainage management; requirements associated with the storm water pollution prevention plan (SWPPP); coordination with property owners, businesses, contractors, and government agencies; all work and materials required to develop and maintain access to all properties affected by construction operations; tree trimmings and/or removal; miscellaneous demolition and disposal; developing and implementing a traffic and pedestrian access control plan; unclassified excavation; pot hole excavations; trench excavations; structure excavations; removal and disposal of waste materials; compaction of backfill materials; hauling and stockpiling of materials and equipment; stockpiling and restoration of topsoil in unimproved areas; protection and support of existing surface and subsurface features; providing assistance to other utility companies in locating and relocating service laterals, as needed; replacement and restoration of existing utilities (mains and services) and other items damaged by the CONTRACTOR's operations; removal and replacement of landscape materials and irrigation systems equal to or better than existing if damaged by the CONTRACTOR's operations; developing and restoring construction access; and all other necessary work, to install the Work complete in place.

C. BASE BID SCHEDULE A – Ladybug Nursery Site Repairs, Measurement and Payment to be as follows:

Bid Item No. A1 – Mobilization, Demobilization, and Administrative Items

- a. Measurement: Mobilization, Demobilization, and Administrative Items will be paid for on a Lump Sum basis. Payment shall be made on a percent complete basis as described below.
- b. Payment for mobilization and demobilization includes, but is not limited to: bonds and insurance; contract administration; mobilization; demobilization; videotaping site conditions prior to construction; furnishing and erecting temporary construction facilities; and obtaining any additional permits not already obtained by the OWNER. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- c. For purposes of payment, this bid item shall be paid for on a percent complete basis. The lump sum bid price for this bid item shall not exceed 6 percent of the total bid price. Any bid proposal for mobilization, demobilization, temporary facilities, and administration items that is greater than 6 percent will be adjusted to the maximum amount of 6 percent of the total bid. The bid item so adjusted will be the Contractor's bid for that item, and the Contractor's bid for the project will be recalculated and the revised total used to compare with other bidders to determine the low bid. The OWNER will pay the adjusted lump sum price. Bid item will be paid on a percent complete basis.

Bid Item No. A2– Compacted Rock Riprap (Class VII, D₅₀ = 24")

- a. Measurement: Measured and paid for on a volumetric basis of installed riprap calculated by the engineer based on field measurements of installed riprap channel stabilization surface area (length x width) times the neat line design depth shown on the drawings rounded to the nearest cubic yard for payment purposes.
- b. Payment covers: Costs associated with all equipment, labor, tools and materials needed to mine, process, sort, break and haul riprap obtained from sources identified by the Contractor and reviewed by the Engineer, and installing riprap in areas defined on the drawings, preparing and storing a sample riprap stockpile, excavation of riprap, over-excavation of any unsuitable materials as identified by the Engineer, compaction of graded slope, tying in riprap to existing erosion control fabric, grading and general clean-up of riprap storage site where riprap is removed, and all other work needed to complete this bid item in accordance with the contract documents.

Bid Item No. A3 – Filter Fabric

- a. Measurement: Measured and paid for on a square yard basis, to the nearest square yard, based on field measurements of area covered by filter fabric that is placed below riprap for channel stabilization.
- b. Payment covers: All labor, tools, equipment and material required to: furnish and install a nonwoven geotextile fabric of the type indicated on the drawings and specifications in accordance with the specifications and the manufacturer's instructions; implementing measures to protect new geotextile fabric from being damaged during placement of riprap; and supplying geotextile anchors and weights

for underwater placement. No payment will be made for required folding or overlapping product at joints or edges.

- c. The quantities included in the Bid Schedule for geotextile fabric are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.

Bid Item No. A4 – Sediment & Debris Removal, and Disposal

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: Payment shall be complete compensation for all labor, tools, materials, and equipment required to complete this item in accordance with the requirements of the Contract Documents. It includes but is not limited to: excavation; grading; loading; hauling off-site; legally disposing off of the Owner’s property; and all other appurtenances and work required to complete this bid item.

D. BASE BID SCHEDULE B – Right Hand Creek Site Repairs, Measurement and Payment to be as follows:

Bid Item No. B1 – Mobilization, Demobilization, and Administrative Items

- a. Measurement: Mobilization, Demobilization, and Administrative Items will be paid for on a Lump Sum basis. Payment shall be made on a percent complete basis as described below.
- b. Payment for mobilization and demobilization includes, but is not limited to: bonds and insurance; contract administration; mobilization; demobilization; videotaping site conditions prior to construction; furnishing and erecting temporary construction facilities; and obtaining any additional permits not already obtained by the OWNER. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- c. For purposes of payment, this bid item shall be paid for on a percent complete basis. The lump sum bid price for this bid item shall not exceed 6 percent of the total bid price. Any bid proposal for mobilization, demobilization, temporary facilities, and administration items that is greater than 6 percent will be adjusted to the maximum amount of 6 percent of the total bid. The bid item so adjusted will be the Contractor’s bid for that item, and the Contractor’s bid for the project will be recalculated and the revised total used to compare with other bidders to determine the low bid. The OWNER will pay the adjusted lump sum price. Bid item will be paid on a percent complete basis as summarized in the following table:

Partial Payment	Amount	When Paid
1 st	50 percent of bid item lump sum.	With 1 st pay request
2 nd	40 percent of bid item lump sum.	With 1 st pay request following completion of 10 percent of contract
3 rd	10 percent of bid item lump sum (for demobilization).	With 1 st pay request following completion of 90 percent of contract

Bid Item No. B2 – Field Survey and Staking

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment Covers: All construction surveying and staking required to layout and construct the work defined in the Contract Documents, including but not limited to: slope staking; grade staking; staking the lines and grades of all other construction surveying required to complete the work.

Bid Item No. B3 – Traffic Control (see spec. 01 55 26)

- a. Measurement: Measured and paid for on a Lump Sum basis.
- b. Payment Covers: Costs associated with all labor, materials, and equipment required to develop a traffic control plan in accordance with requirements from Iron County; maintain smooth vehicular traffic flow on the local streets during the time of construction, including but not limited to: signage, barriers, warning devices, flaggers, and cleaning roads to maintain a clean condition with no accumulation of dirt, debris or other foreign objects as required by Specifications and street cut permit.

Bid Item No. B4 – Dewatering and River Management (see spec. 31 23 19)

- b. Measurement: Measured and paid for on a Lump Sum basis.
- c. Payment Covers: Costs associated with all labor, materials, and equipment required to implement a river and water management plan to allow for construction of the project including the following: construct, maintain, and remove coffer dams in the river channel as needed to construct the project; all pumping needed to dewater the site for construction activities.

Bid Item No. B5 – Grout for Grouted Riprap (see spec. 31 37 10)

- a. Measurement: Measured and paid for on a cubic yard basis as determined truck load tickets.
- b. Payment Covers: All equipment, labor, tools, and materials needed to provide and install grout for grouted riprap as identified in Contract Documents.
- c. The quantities included in the Bid Schedule for grout are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.

Bid Item No. B6 – Onsite Rock for Grouted Riprap (Class V, D₅₀=18-inch) (see spec. 31 37 00 and 31 37 10)

- a. Measurement: Measured and paid for on a on a volumetric basis of installed riprap, calculated by the ENGINEER based on field measurements of installed riprap bank stabilization surface area (length times width) times the neat-line design depth shown on the drawings, rounded to the nearest cubic yard for payment purposes.
- b. Payment Covers: All equipment, labor, and tools needed to mine, process, sort, break, and haul riprap of the type and size indicated in the drawings, obtained onsite and reviewed by the ENGINEER, and installing riprap in areas defined on the Drawings (including grouted riprap); grading and general cleanup of riprap storage sites where riprap is removed; excavation; and all other work needed to complete this Bid Item in accordance with the Contract Documents.
- c. The quantities included in the Bid Schedule for riprap are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.
- d. Grout for grouted riprap will be paid for under a separate bid item.

Bid Item No. B7 – Riprap Subbase

- a. Measurement: Measurement for payment shall be on lump sum basis.
- b. Payment Covers: All labor, tools, equipment, and materials required to: furnish and install riprap subbase as indicated in Contract Documents.

Bid Item No. B8 – Imported Rock for Loose Riprap Sill (Class VIII, D₅₀=30-inch) (see spec. 31 37 00)

- a. Measurement: Measured and paid for on a volumetric basis of installed riprap, calculated by the ENGINEER based on field measurements of installed riprap bank stabilization surface area (length times width) times the neat-line design depth shown on the drawings, rounded to the nearest cubic yard for payment purposes.
- b. Payment Covers: All equipment, labor, and tools needed to mine, process, sort, break, and haul riprap of the type and size indicated in the drawings, obtained from local or non-local sources identified by the CONTRACTOR and reviewed by the ENGINEER, and installing riprap in areas defined on the Drawings; excavation; grading and general cleanup of riprap storage sites where riprap is removed; and all other work needed to complete this Bid Item in accordance with the Contract Documents.
- c. The quantities included in the Bid Schedule for riprap are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.

Bid Item No. B9 – Demolition of Portion of Existing Concrete Apron

- a. Measurement: Measured and paid for on a Lump Sum basis.
- b. Payment Covers: Costs associated with all labor, materials, and equipment required to demolish and dispose of the damaged section of the existing bridge concrete apron as identified in the Contract Drawings.

Bid Item No. B10 – Tree Removal, Trimming, Clearing, and Grubbing

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: Total compensation for all labor, tools, materials, and equipment involved in tree removing and trimming, clearing and grubbing, and disposing of items and facilities, as required, to complete the work.

Bid Item No. B11 – Erosion Control Mats

- a. Measurement: Measured and paid for on a square foot basis, to the nearest square foot. Measurement for payment shall be based on field measurements of area covered by fabric that is placed on the disturbed 1H:1V slopes above the grouted riprap banks.
- b. Payment covers: Costs associated with all labor, tools, equipment, and materials required to furnish and install turf reinforcing mat of the type indicated on the drawings in accordance with the specifications and the manufacturer's instructions, measures to protect new geotextile fabric during placement of riprap and gravel, and geotextile anchors and keys. No payment will be made for overlapping product at joints and terminations.
- c. The quantities included in the bid schedule are estimates only. The unit prices provided by the Contractor will be used regardless of the quantities used in construction.

Bid Item No. B12 – Reseed Disturbed Banks

- a. Measurement: Measured and paid for on an area basis, to the nearest 0.1 acre.
- b. Payment covers: All labor, equipment, tools, and materials required to reseed areas disturbed banks above the grouted riprap banks.

E. BASE BID SCHEDULE C – Red Creek Road Site Repairs, Measurement and Payment to be as follows:

Bid Item No. C1 – Mobilization, Demobilization, and Administrative Items

- a. Measurement: Mobilization, Demobilization, and Administrative Items will be paid for on a Lump Sum basis. Payment shall be made on a percent complete basis as described below.
- b. Payment for mobilization and demobilization includes, but is not limited to: bonds and insurance; contract administration; mobilization; demobilization; videotaping site conditions prior to construction; furnishing and erecting temporary construction facilities; and obtaining any additional permits not already obtained by the OWNER. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- c. For purposes of payment, this bid item shall be paid for on a percent complete basis. The lump sum bid price for this bid item shall not exceed 6 percent of the total bid price. Any bid proposal for mobilization, demobilization, temporary facilities, and administration items that is greater than 6 percent will be adjusted to the maximum amount of 6 percent of the total bid. The bid item so adjusted will be the Contractor’s bid for that item, and the Contractor’s bid for the project will be recalculated and the revised total used to compare with other bidders to determine the low bid. The OWNER will pay the adjusted lump sum price. Bid item will be paid on a percent complete basis as summarized in the following table:

Partial Payment	Amount	When Paid
1 st	50 percent of bid item lump sum.	With 1 st pay request
2 nd	40 percent of bid item lump sum.	With 1 st pay request following completion of 10 percent of contract
3 rd	10 percent of bid item lump sum (for demobilization).	With 1 st pay request following completion of 90 percent of contract

Bid Item No. C2 – Field Survey and Staking

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment Covers: All construction surveying and staking required to layout and construct the work defined in the Contract Documents, including but not limited to: slope staking; grade staking; staking the lines and grades of all other construction surveying required to complete the work.

Bid Item No. C3 – Traffic Control (see spec. 01 55 26)

- a. Measurement: Measured and paid for on a Lump Sum basis.
- b. Payment Covers: Costs associated with all labor, materials, and equipment required to develop a traffic control plan in accordance with requirements from Iron County and Paragonah City; maintain smooth vehicular traffic flow on the local streets

during the time of construction, including but not limited to: signage, barriers, electronic message boards, warning devices, flaggers, and cleaning roads to maintain a clean condition with no accumulation of dirt, debris or other foreign objects as required by Specifications and street cut permit.

Bid Item No. C4 – Concrete Flood Wall

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: Furnishing and installing concrete and reinforcing steel for flood wall and foundations; providing any needed forms and formwork; excavation; replacing excavated material and rock; and all other work necessary to complete the work associated with this item.

Bid Item No. C5 – Concrete Cap on Culvert

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: Furnishing and installing concrete and reinforcing steel for the culvert concrete cap; providing any needed forms and formwork; excavation; and all other work necessary to complete the work associated with this item.

Bid Item No. C6 – Road Embankment Fill – Type “M” Aggregate Subbase

- a. Measurement: Payment shall be on a square yard basis as measured by the ENGINEER in the field using the new paved road width plus width of shoulders and the length of the centerline of the new gravel section of main road and access road.
- b. Payment covers: All labor, equipment, tools and materials required to supply, compact, and install an imported 18-inch thick layer of 3-inch minus Type “M” crushed aggregate subbase under the new gravel main road and access section and on the road shoulders as shown on the Project design drawings.

Bid Item No. C7 – Gravel Road Surface - Type “G” Base Course (see spec. 31 23 00)

- a. Measurement: for payment shall be on a square yard basis as measured by the ENGINEER in the field using the new paved road width plus width of shoulders and the length of the centerline of the new gravel section of main road and access road.
- b. Payment covers: All labor, equipment, tools and materials required to supply, compact, and install an imported 8-inch thick layer of ¾-inch minus Type “G” crushed base course under the new gravel main road and access section and on the road shoulders as shown on the Project design drawings.

Bid Item No. C8 – Type “D” Select Backfill

- a. Measurement: Measurement for payment shall be on a volumetric basis of installed Type “D” select backfill material, calculated by the ENGINEER based on field measurements of installed backfill surface area (length times width) times the neat-line design depth shown on the drawings, rounded to the nearest cubic yard for payment purposes.
- b. Payment covers: All labor, tools, equipment, and materials required to: furnish and install Type “D” backfill as indicated in Contract Documents.

Bid Item No. C9 – Cable Safety Barrier (see Drawing S-01)

- a. Measurement: Measured and paid for on a lump sum basis.

- b. Payment covers: All labor, equipment, tools and materials required to supply and install a low tension cable barrier on the western side of the concrete cap on the Red Creek crossing as shown on the Project design drawings.

Bid Item No. C10 – 4” Concrete Slab over Grouted Riprap

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: Furnishing and installing concrete and reinforcing steel for the concrete slab north of the culvert; providing any needed forms and formwork; excavation; and all other work necessary to complete the work associated with this item.

Bid Item No. C11 – Grout for Grouted Riprap (see spec. 31 37 10)

- a. Measurement: Measured and paid for on a cubic yard basis as determined truck load tickets.
- b. Payment Covers: All equipment, labor, tools, and materials needed to provide and install grout for grouted riprap as identified in Contract Documents.
- c. The quantities included in the Bid Schedule for grout are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.

Bid Item No. C12 – Imported Rock for Grouted Riprap (Class V, D₅₀=18-inch) (see spec. 31 37 00 and 31 37 10)

- a. Measurement: Measured and paid for on a volumetric basis of installed riprap, calculated by the ENGINEER based on field measurements of installed riprap bank stabilization surface area (length times width) times the neat-line design depth shown on the drawings, rounded to the nearest cubic yard for payment purposes.
- b. Payment Covers: All equipment, labor, and tools needed to mine, process, sort, break, and haul riprap of the type and size indicated in the drawings, obtained onsite or from local or non-local sources identified by the CONTRACTOR and reviewed by the ENGINEER, and installing riprap in areas defined on the Drawings (including grouted riprap); grading and general cleanup of riprap storage sites where riprap is removed; excavation; and all other work needed to complete this Bid Item in accordance with the Contract Documents.
- c. The quantities included in the Bid Schedule for riprap are estimates only; the unit prices provided by the CONTRACTOR will be used regardless of quantity used in construction.
- d. Grout for grouted riprap will be paid for under a separate bid item.

Bid Item No. C13 – Access Road Embankment Fill, Type “I” Levee Material

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment covers: All labor, tools, equipment, and materials required to: furnish and install access road embankment fill, Type “I” Levee material, as indicated in Contract Documents.

Bid Item No. C14 – Riprap Subbase

- c. Measurement: Measurement for payment shall be on lump sum basis.
- d. Payment Covers: All labor, tools, equipment, and materials required to: furnish and install riprap subbase as indicated in Contract Documents.

1.3 GENERAL PROGRESS PAYMENT REQUIREMENTS

- A. A Payment for Work performed shall be in accordance with installed quantities as assessed in comparison to the Schedule of Values and the Construction Schedule. The Engineer will verify measurements and quantities. Each activity necessary to manage and complete the Work is identified on the Contract schedules. Each activity will be assigned its respective value, a portion of the Contract Price, as shown on the Schedule of Values (Roll-up), and detailed cost loaded activity schedule.
- B. Payment for all lump sum costs and services incurred on this Agreement shall be based on the earned value of Work accomplished during the reporting period. Earned value is determined by the completion percentage of each activity as determined by the Schedule of Values and the Construction Schedule applied to the total value of the activity. No construction activity shall be deemed 100 percent complete until the Contractor has completed the physical check out and inspection of the completed Work and has submitted the signed inspection form to the Engineer.
- C. Earned value is derived from the current status of the Contractor Construction Schedule as determined by the monthly schedule status submittals. Each schedule status submittal is reviewed and approved by the Engineer prior to the Contractor obtaining approval for the Summary of Earned Values or quantities installed and the Application for Payment.

1.4 APPLICATION FOR PAYMENT

- A. Submit application for payment on the Owner's form and be certified by signature of an Authorized Officer of the Contractor.
- B. The Application for Payment shall contain all necessary references and attachments that substantiate the invoice for progress payment (e.g., certified payrolls, labor reports, progress schedule data, and Summary of Earned Values). It shall substantiate the invoice for progress payment and shall be preceded or accompanied by the schedule and status data as a condition of payment, in accordance with the Construction Schedule and the Schedule of Values.

1.5 REVIEWS/APPLICATION FOR PAYMENT

- A. Review meetings between the Contractor and the Engineer will be held weekly and within 7 Days prior to the payment application date designated by the Engineer. Three Days prior to the last review meeting of the month, submit an updated schedule and a signed application for payment showing a Summary of Earned Values for the reporting and payment period so that the Engineer can compare earned values to available status data. Make any adjustments to the Master Record Documents, updated schedule, and payment applications required by the Engineer. Upon completion of the adjustments, the Engineer will sign the payment request and forward it to the Owner. The Engineer will determine payment amounts if agreement with the Contractor is not reached.

1.6 PAYMENT FOR SUPPLIES AND MATERIALS

- A. Payment based on the actual cost of supplies, materials and equipment on hand shall be made by the Owner with or without a paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and shall not include any costs associated with installation,

testing, etc. The Contractor shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to the Owner with the application for payment and (2) states in the application for payment that the materials have been delivered and stored in the time and manner specified in the contract between the Contractor and his Supplier or Subcontractor. If Contractor fails to comply with those conditions, the Owner may withhold payment in accordance with the provisions. The Owner expressly reserves the right to withhold retention until Contractor presents to the Owner a paid invoice, or some other proof of payment satisfactory to the Owner, for the Owner's use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, the Owner will adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of the Contractor for all supplies, materials and equipment until Final Acceptance of the Work.

END OF SECTION

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**SECTION 01 25 10
PRODUCTS, MATERIALS, EQUIPMENT, AND SUBSTITUTIONS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for delivery and storage of products and materials specified for use in the Project. It also includes requirements for handling requests for equals and substitutions made after award of the Contract.

1.2 DEFINITIONS

- A. Definitions in this Article are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. The word "Products," as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for the Project or taken from stock of previously purchased products.
- C. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work.
- D. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items).
- E. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.3 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials, and equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for selection of a product, material, or equipment, select an option, which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material, and equipment selections.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance
 - 1. Deliver and store products, materials, and equipment in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft.

2. Manage delivery schedules to minimize long-term storage of products at Site and overcrowding of construction spaces. Ensure coordination to minimize holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.
- B. Transportation and Handling
1. Transport products by methods to avoid damage. Deliver in undamaged condition in manufacturer's unopened containers and packaging.
 2. Furnish equipment and personnel to handle products, materials, and equipment, including those provided by Owner, by methods to prevent soiling and damage.
 3. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- C. Storage and Protection
1. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate-controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.
 2. For exterior storage of fabricated products, products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.
 3. Loose granular materials shall be stored on solid flat surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
 4. Storage shall be arranged to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
 5. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.
- D. Maintenance of Storage
1. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections and make the log available on request.
 2. Comply with manufacturer's product storage requirements and recommendations.
 3. Maintain manufacturer-required environmental conditions continually.
 4. Ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.
 5. For mechanical and electrical equipment, provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
 6. Service products on a regularly scheduled basis. Maintain a log of services and submit as a record document prior to acceptance by Owner in accordance with the Contract Documents.

1.5 PROPOSED SUBSTITUTIONS AND "OR EQUAL" ITEMS

- A. Substitution and "or equal" determination shall be submitted and evaluated per the General Conditions included in the Contract Documents.
- B. When proposing a substitution, make written application to Engineer on the "Substitution Request Form."

- C. Unless otherwise provided by law or authorized in writing by Engineer, submit the "Substitution Request Form(s)" within 35 days after award of the Contract.
- D. Whenever products, materials, or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the manufacturer is intended to establish the type, function, and quality required. The Contract Price is understood to be based upon furnishing the item specified.
- E. If a named item is not available or a supplier is no longer doing business, the following shall apply:
1. When a named supplier is no longer doing business under the name indicated, furnish the specified product from the legal successors to the named supplier.
 2. When a named product is no longer available from the named supplier due to acquisition or sale of the given product line, but the product is available from another supplier, provide the named product. In such cases, submit a substitution request form and include certification from the supplier that the product being supplied is materially and functionally identical to the product named in the Contract Documents.
 3. When the named product is no longer available from the named supplier or any other supplier, notify Owner in writing and Owner will direct Engineer to identify suitable substitute products. Provide one of the suitable substitute products.
- F. The procedure for review by the Engineer will include the following:
1. Wherever a proposed substitution has not been submitted within said 35-day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by Engineer, provide the product, material, or equipment indicated in the Contract Documents.
 2. Certify that the proposed substitution will adequately perform the functions and achieve the results called for by the general design and be similar and of equal substance to that indicated and be suited to the same use as that indicated.
 3. Engineer will evaluate each proposed substitution within a reasonable period.
 4. As applicable, do not make shop drawing submittals for a substitution without Engineer's prior written acceptance of the request for substitution. Do not order, install, or utilize any substitution item prior to written acceptance of the request for substitution.
 5. Engineer will record the time required by Engineer in evaluating substitutions and in making changes by Contractor in the Contract Documents occasioned thereby.
- G. Application for substitution must contain the following statements and information, which will be considered by Engineer in evaluating the proposed substitution:
1. Submit "Substitution Request Form," at end of this Section, fully executed.
 2. The evaluation and acceptance of the proposed substitution shall not prejudice the achievement of substantial completion on time.
 3. Whether or not acceptance of the substitution for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 4. Whether or not incorporation or use of the substitution in connection with the Work is subject to payment of any license fee or royalty.

5. All variations of the proposed substitution from the items originally specified shall be identified.
 6. Available maintenance, repair, and replacement service shall be indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 7. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
- H. Without any increase in cost to Owner, be responsible for, and pay all costs in connection with proposed substitutions and costs of inspections and testing of equipment or materials submitted for review prior to purchase thereof for incorporation in the Work, whether or not Engineer accepts the proposed product, equipment, or material. Reimburse Owner for the charges of Engineer and other authorized representatives for evaluating each proposed substitution.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



SUBSTITUTION REQUEST FORM

To: _____

Project: _____
Date: _____
Owner: _____

Specified Item:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

Proposed Substitution: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the request substitution which is estimated to be \$_____.
3. The proposed substitution will have no adverse effect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the work is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by **Contractor:**

Firm: _____
By: _____
Signature: _____
Telephone: _____
Attachments: _____
Comments: _____

Reviewed by **Engineer:**

Accepted as Submitted Accepted as Noted
 Not Accepted Received too Late
By: _____
Title: _____
Date: _____
Comments: _____

**SECTION 01 31 30
SAFETY**

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor's safety program shall conform to the requirements specified in the General Conditions and Supplementary Conditions.

1.2 DEFINITIONS

- A. For the purposes of this Section, an "active construction area" is any area where construction activities are occurring, or construction activities could be considered a potential hazard to people.
- B. A "Designated Safety Officer" or "Safety Representative" for the purposes of this Contract, means anyone who can identify the existing and predictable hazards in the areas surrounding a construction project or those working conditions at a construction project that are unsanitary or dangerous to employees. A "Designated Safety Officer" has the authority to make prompt corrective measures to eliminate those hazards.

1.3 SUBMITTALS

- A. Demonstrate compliance action with the stipulations of Utah Occupational Safety and Health Administration (OSHA), Mine Safety and Health Administration (MSHA), and other applicable local, state, and federal safety requirements by submitting to Engineer a copy of all safety plans, programs, and permits. Such plans and programs shall include, but are not limited to:
1. Hazard Analysis Prior to Major Activities (job safety analysis, JSA).
 2. Emergency Plan.
 3. Rigging and Hoisting Plans.
 4. Excavation and Trenching Plans.
 5. Respiratory Protection Program.
 6. Fire Protection Plan.
 7. Confined Space Entry Program.
 8. Explosives Handling and Storage.
 9. Confined Space Entry Program.
 10. Electrical Safety (drop cords, temporary power, GFCI's, etc.)
 11. Lock Out/Tag Out.
 12. Fall Protection.
 13. Heavy Equipment Operations.
 14. Burning and Welding Operations.
 15. Training Plan.
 16. Tunneling/Underground/Jacking/Boring Operations.
 17. Project Site Rules and Regulations (hazard protection plan).
 18. Material Handling (storage-disposal).
 19. Fuel Storage and Refueling.
 20. Hazard Communication/Right to Know.

21. Subcontractor Requirements.
 22. Ventilation.
 23. Personal Protective Equipment (hearing, eye, face).
 24. Power Transmission/Distribution (temporary and/or permanent).
 25. Traffic Control.
 26. Environmental Controls.
 27. Safety Meetings.
 28. Spill Control Plan.
 29. First Aid Facilities.
- B. Engineer's receipt of safety plans or programs will not relieve Contractor in any way from the full and complete responsibility for safety and training of its personnel, and the onsite personnel of Owner, Engineer, and other visitors to areas of active construction areas. Daily, inform Engineer of changes to the boundaries of the active construction areas.
- C. Be responsible for safety training all personnel who will have access to the active construction areas to meet state, federal, local and Contractor requirements. Maintain reasonable, regularly scheduled training sessions in mutually accessible facilities through entire Contract. Training costs for all personnel and visitors, except those costs associated with training personnel of Contractor, subcontractors, suppliers, and visitors will be considered incidental to other lump-sum portions of the Work and no additional compensation for such training will be provided.
- D. Safety Program Requirements:
1. Safety Representative Requirements:
 - a. Assign a full-time Safety Representative as defined in the General Conditions of the Contract.
 - b. The Safety Representative's duties and responsibilities will be hazard recognition, accidents prevention, new employee orientation (including subcontractors), and the maintaining and supervising of safety precautions and program. This person shall have no other duties. The Safety Representative or a qualified and approved deputy shall be onsite at all times while Work is ongoing.
 - c. Qualifications of the Safety Representative and assigned deputies shall be submitted to Engineer for review. Acceptance of their qualifications by Engineer is required prior to the start of any activity on the Project. The Safety Representative will, as a minimum, meet the requirements of regulations for the Utah Occupational Safety & Health Enforcement Program.
 2. Hazardous Substances:
 - a. Provide Engineer with a list of all hazardous substances anticipated to be brought on-site.
 - b. Maintain on site Material Safety Data Sheets (MSDS) prior to arrival of any hazardous substances on the Project.
 - c. Use storage area(s) as outlined in the spill control plan.
 3. Job Safety Analysis (JSA):
 - a. Outline the sequence of the Work, equipment to be used, identify hazards that may exist or may be created and what procedures and/or safety equipment will be used to eliminate or reduce these hazards. A Scope of Work JSA shall be prepared and provided to the Engineer prior to the start of unusual,

- hazardous, or have risk potential activities on the Project. The name of the competent person assigned to this activity will be included on the JSA.
- b. Complete a JSA for any activity, which may be of an unusual nature or involves unique hazards.
4. Reports
- a. Provide to Engineer copies of Contractor's and subcontractor's:
 - 1) First aid, recordable, lost time and near miss, monthly logs.
 - 2) OSHA 200 injury log (annually).
 - 3) Safety meeting reports and topics (weekly).
 - 4) List of competent persons as required by OSHA and the Project Health and Safety Manual for each required task and their qualification as such.
 - 5) Injury and accident reports will be submitted to Engineer within 24 hours of any incident. **Immediate** notification to Engineer of an accident is **required**. Full cooperation with Engineer in accident investigation is required.
 - b. Conduct weekly safety inspections. Corrective actions shall be taken within 24 hours to address all deficiencies identified during inspections. Deficiency reports shall be prepared and submitted to Engineer within 48 hours indicating corrective actions taken. Failure to comply with required corrective measures identified in the safety inspection will result in the delayed signing of the monthly application for progress payment by Engineer.
 - c. Provide Engineer with a report of any periodic audit of Contractor's safety performance and/or records.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 GENERAL

- A. Employ a bar chart schedule for the planning and scheduling of all Work required under the Contract Documents.
- B. In addition to the scheduling aspect, the same chart shall show an “S” curve for scheduled dollar expenditures versus time.
- C. In the process of preparing baseline schedule and monthly updates, consult with all key subcontractors and suppliers to assure concurrence with the feasibility and achievability of planned start dates, sequencing, durations, and completion dates.

1.2 RELATED SECTIONS

- A. Section 01 20 00 – Measurement and Payment

1.3 QUALIFICATIONS

- A. Demonstrate competence through the submission of a fully compliant Construction Progress Schedule with the initial schedule submission. Upon failure to so demonstrate competence in scheduling, Engineer may direct Contractor to employ the services of a scheduler that can demonstrate competence. Comply with such directives.

1.4 SUBMITTAL PROCEDURES

A. Submittal Requirements

- 1. Submit Construction Progress Schedule on a standard drawing sheet, size 24 inches by 36 inches.
- 2. The time scale (horizontal) shall be in weeks. The activities shall be listed on the left-hand side (vertical).
- 3. Break down activities into sufficient detail to show all work activities. The listing from top to bottom shall be in a logical manner of which the Work will be accomplished. Provide space between activities or within bars to allow for marking of actual progress.
- 4. Provide a written narrative of the planning logic along with a description of Work and quantities included in each activity of the bar chart schedule.
- 5. Duration: The duration indicated for each activity shall be in units of whole working days and shall represent the single best time considering the scope of the Work and resources planned for the activity, including time for holidays and inclement weather. The calendar for the network shall be in calendar days. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed 14 days, be less than one day, nor exceed \$ 50,000 in value unless otherwise accepted by Engineer.

- B. Time of Submittals
1. Submit the bar chart schedule with “S” curves and narrative within fifteen (15) working days after Notice to Proceed for review by Engineer. The schedule submitted shall indicate a project completion date the same as the contract completion date.
 2. Submit a copy of the schedule, clearly showing progress made and actual “S” curves, on a two or four week basis depending on the duration of the project and reporting time agreed to in the preconstruction meeting.
- C. Acceptance
1. The bar chart schedule and “S” curves, when accepted by Engineer, constitute the Construction Progress Schedule unless a revised schedule is required due to one or more of the following:
 - a. Substantial changes in the Work scope.
 - b. A change in Contract time.
 - c. Delinquency by Contractor that requires a recovery schedule.
 2. Owner’s review and acceptance of the Construction Progress Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by Owner of Contractor’s Construction Progress Schedule does not relieve Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Construction Progress Schedule, or of Contractor’s ability to meet interim milestone dates and the Contract completion date, nor does such review and acceptance expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic and durations of the Construction Progress Schedule.

1.5 SCHEDULE UPDATES

- A. The Construction Progress Schedule shall be updated to reflect the as-built conditions of the Work and to accurately forecast the status of incomplete activities. Provide progress reports at each weekly progress meeting, stating actual percent earned versus percent planned. Submit Construction Progress Schedule updates to Engineer with each payment request, including approved changes in the Work and accurately depicting the current status and sequence of all activities.
- B. Submit the updated Construction Progress Schedule in the form, sequence, and number of copies requested for the initial schedule.
- C. Engineer will review each submitted Construction Progress Schedule update and provide comments within seven days of the submittal. Revise and resubmit the schedule within five days of receipt of comments from Engineer. Engineer will review the re-submittal within five days and provide comments if the schedule update is still unacceptable. Revise and resubmit the schedule within five days of receipt of comments from Engineer.

1.6 PROGRESS MEETINGS AND LOOK-AHEAD SCHEDULES

- A. For the weekly progress meetings, submit a look-ahead schedule. This schedule will cover four weeks: the immediate past week, the current week, and the forthcoming two weeks. List all activities from the accepted Construction Progress Schedule, which are complete, are scheduled for Work during the period, are currently planned to be worked, even if out of sequence, and Work which is unfinished but scheduled to be finished. Provide actual start

and completion dates for the Work that has been completed the prior week. Forecast early start and early finish dates for the Work that is in process or upcoming.

- B. Identify each activity noted above by activity number corresponding to the accepted Construction Progress Schedule and detailed description of the activity.
- C. Deliver the look-ahead schedule to Engineer 24 hours prior to the weekly progress meeting in a format approved by Engineer.

1.7 CONSTRUCTION SCHEDULE REVISIONS

- A. Engineer may direct and, if so directed, Contractor shall propose, revisions to the Construction Progress Schedule upon occurrence of any of the following instances:
 - 1. The actual physical progress of the Work falls more than five percent (5%) behind the accepted Construction Progress Schedule, as demonstrated by comparison to the accepted monthly Construction Progress Schedule updates or as determined by Engineer if a current accepted Construction Progress Schedule does not exist.
 - 2. Engineer considers milestone or completion dates to be in jeopardy because of "activities behind schedule". "Activities behind schedule" are all activities that have not or cannot be started or completed by the dates shown in the Construction Progress Schedule.
 - 3. A Change Order has been issued that changes, adds, or deletes scheduled activities, or affects the time for completion of scheduled activities.
- B. When instances requiring revision to the Construction Progress Schedule occur, submit the proposed revised Construction Progress Schedule within ten (10) working days after receiving direction from Engineer to provide such schedule. No additional payment will be made for preparation and submittal of proposed revised Construction Progress Schedules. However, if Engineer accepts the proposed revised Construction Progress Schedule, it shall replace and supersede all previous Construction Progress Schedules and substitute for the next monthly Construction Progress Schedule update that would otherwise be required.
- C. Revisions to the Construction Progress Schedule shall comply with all the same requirements applicable to the original schedule.

1.8 SCHEDULE RECOVERY

- A. If a revised Construction Progress Schedule accepted by Engineer requires additional manpower, equipment, hours of work or work shifts, or to accelerate procurement of materials or equipment, or any combination thereof, as schedule recovery measures to meet Contract milestones, implement such schedule recovery measures without additional charge to Owner.

1.9 EARLY COMPLETION SCHEDULES

- A. Early completion schedules are generally not acceptable to Owner but may be accepted as a convenience to Contractor and under the following conditions.
 - 1. Submit a specific written request outlining the specific reasons for using the early completion schedule.

2. Acknowledge and agree in writing that the proposed reduction in time represents Project time already paid for by Owner as part of the Bid Price, and available to both Contractor and Owner for the mitigation of impacts to the Project from any source. Contractor is not entitled to any increase in Contract price for failure to achieve the early completion and waives all claim to same.
 3. Early completion schedules shall not be based upon or rely on expedited approvals by Owner or Engineer.
 4. Early completion schedules must meet all other requirements of the Contract.
- B. Revise early completion schedules, which have activities behind schedule, when and as requested by Engineer.

1.10 BASIS OF SCHEDULE NARRATIVES

- A. Furnish a basis of schedule narrative to Engineer with each Application for Payment. If the Work falls behind schedule, submit additional narrative at such intervals as Engineer may request.
- B. In each narrative, include a summary of progress for the month, description of any current and anticipated delaying factors, a variance analysis for varying activities, impacts on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to Engineer, must be substantiated with satisfactory evidence.
- C. In each narrative, include a list of the activities completed during the preceding month and a list of the activities started during the month but not yet completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 33 20
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for submittals required in performance of the Work, including shop drawings, schedules, surveys, reports, samples, plans, lists, drawings, documents, warranties, certifications, findings, programs, manuals, data sheets, or any other item of information required by the Contract Documents to be submitted in accomplishing the Work.

1.2 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval for inclusion in the Work.
- B. Deferred Submittal: Information in accordance with the applicable Building Code, submitted by Contractor for portions of the design that are to be submitted to permitting agency after the time of permit application and prior to installation of that portion of Work. Deferred Submittals must include Engineer's review documentation stating that submittal has been found to be in general conformance with overall Project design.
- C. Informational Submittal: Information submitted by Contractor to represent compliance with Contract Requirements included in the Work, but which are not part of the Work itself. Informational Submittals must be submitted to Engineer for information and for determination that submitted information is in accordance with Contract requirements.
- D. Shop Drawing: The term "Shop Drawing" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, and similar items.
- E. PDF: Abbreviation for "Portable Document Format", used for transmittal of electronic documents.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Whenever submittals are required hereunder, transmit all documents to Engineer in electronic format.
- B. Be responsible for the accuracy, completeness, and coordination of all submittals. Do not delegate this responsibility in whole or in part to any subcontractor. Submittals may be prepared by Contractor, subcontractor, or supplier, but Contractor shall ascertain that each submittal meets the requirements of the Contract and the Project. Ensure that there is no conflict with other submittals and notify Engineer in each case where a submittal may affect the work of another contractor or Owner.
- C. Coordination

1. Ensure coordination of submittals of related crafts and subcontractors.
 2. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently ahead of performance of related construction activities to avoid delay.
 3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 4. Carefully review all submittals prior to submission. Sign and date each transmittal with a direct statement acknowledging that the equipment or material in the submittal meets all the requirements specified or shown in the Contract Documents without exception. No consideration or review of any submittals will be made for any items, which have not been so certified. All non-certified submittals will be returned without action taken, and any delays caused thereby shall be the total responsibility of Contractor. Submittals which cannot bear this certification because they contain an exception or deviation to the Contract Documents shall be so noted in the electronic transmittal and shall only be submitted in accordance with Section 01 25 10 – Products, Materials, Equipment and Substitutions.
- D. Processing: Allow sufficient review time so that installation will not be delayed because of the time required to process submittals, including time for resubmittals.
1. Except as may otherwise be indicated herein, Engineer will return each submittal, with comments noted thereon, within 14 calendar days following receipt by Engineer.
 2. For resubmittal, Engineer will be allowed the same review period as for the original submittal.
 3. It is considered reasonable that Contractor will make a complete and acceptable submittal to Engineer by the second submission of an item. Owner reserves the right to withhold monies due Contractor to cover additional costs of any review beyond the second submittal.
 4. Allow additional time if processing must be delayed for coordination with subsequent submittals. Engineer will promptly advise Contractor when a submittal being processed must be delayed for coordination.
 5. If an intermediate submittal is necessary, process the same as the initial submittal.
 6. No extension of Contract Time will be authorized resulting from non-compliant submittals or failure to transmit submittals to Engineer sufficiently in advance of the Work to permit processing.
 7. If an incomplete submittal is made, the submittal may be returned without review. A complete submittal will contain sufficient data to demonstrate that the items contained therein comply with the Contract Documents, meet the minimum requirements for submittals as described in the Contract Documents, and include all corrections as required from previous submittals.
- E. Submittal Schedule
1. Within 30 days of the Notice to Proceed, submit a complete list of anticipated submittals, which includes Specification and Drawing references.
 - a. Coordinate submittal schedule with any subcontracts, schedule of values, the list of products, and Contractor’s construction schedule.
 - b. Prepare schedule in chronological order.

- c. Update the list with “early start” submittal dates within 15 days of submittal of the Construction Progress Schedule.
 - d. Update submittal dates whenever the schedule is updated and include any additional submittals identified after the initial submittal in the updates.
- F. Unsolicited Submittals: Unsolicited submittals may be returned without being reviewed.
- G. Changes in Work: Changes in the Work will not be authorized by submittal review actions. No review action, implicit or explicit, will be interpreted to authorize changes in the Work. Changes will only be authorized by separate written direction from Owner, in accordance with the General Conditions.

1.4 ACTION SUBMITTALS / INFORMATIONAL SUBMITTALS

A. Product Data:

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard published data is not suitable for use, submit as "Shop Drawings."
2. Mark each data sheet to show applicable choices and options pertinent to the Project. Where printed Product Data includes information on several products, some of which are not required for the Project, mark the data sheets to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
3. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Samples

1. Whenever in the Specifications, samples are required, submit not less than 4 samples of each item or material to Engineer for acceptance at no additional cost to Owner.
2. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
3. Submit samples for acceptance, a minimum of 21 days prior to ordering such material for delivery to the jobsite. Submit in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.
4. Individually and indelibly label and tag all samples to indicate all specified physical characteristics and Manufacturer's name for identification. Upon receiving acceptance by Engineer, one set of the samples will be stamped, dated, and returned. One set of samples will be retained by Engineer, and one set of samples will remain at the Project site until completion of the Work.

5. Unless indicated otherwise, all colors and textures of specified items presented in sample submittals shall be from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products, or equipment lines and their selection will require an increase in Contract time or Price, clearly indicate this information in the submittal.

C. Shop Drawings

1. Wherever called for in the Contract Documents, or where required by Engineer, transmit an electronic Shop Drawing Submittal to Engineer for review. Whenever required to submit design calculations as part of a Submittal, such calculations shall bear the signature and seal of a professional engineer registered in the appropriate discipline in the state of Utah unless otherwise directed.
2. Organization
 - a. Prepare a single shop drawing submittal for each item or class of material or equipment for which submittal is required. At a minimum, separate submittals are required for different Specification Sections except as follows. A single submittal covering multiple sections will not be accepted unless the primary specification references other sections for components. Example: If a pump section references other sections for the motor, protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted; a single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
 - b. Index the components for the submittal and reference the specification sections and paragraph numbers for all components in the description field of the electronic submittal. Relate the submittal components to drawing number, detail number, schedule title, or room number and building name, as applicable.
 - c. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match the Contract Documents.
 - d. Engineer will assign a single review action to each submittal, which action shall pertain to every part of the submittal as a whole.
 - e. Disorganized submittals, which do not meet the requirements specified herein will be returned without review.
3. Format
 - a. Assemble submittals into a single PDF file for each transmittal. Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on PDF sheets at least 8-1/2" x 11" and no larger than 36" X 48"
 - b. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Present sufficient level of detail for assessment of compliance with the Contract Documents.
 - c. Assign each Submittal a unique number, including the specification section under which it is submitted. Number all submittals sequentially within the applicable specification section. Original submittals will be assigned a numeric submittal number. Resubmittals shall be numbered with a revision number in addition to the original submittal number.

D. Engineer's Action

1. If submittal is returned to Contractor marked "NO ACTION TAKEN", indicating that the submittal has been received and is being retained for record-keeping purposes. Formal revision and resubmission of said submittal will not be required.
 2. If submittal is returned to Contractor marked "NO EXCEPTIONS TAKEN", formal revision and resubmission of said Submittal will not be required and construction may proceed.
 3. If submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision and resubmission of said submittal will not be required but construction must proceed according to the review comments included with the submittal.
 4. If submittal is returned marked "REVISE AND RESUBMIT", revise said submittal and resubmit. Construction may not proceed.
 5. If submittal is returned marked "REJECTED-RESUBMIT", revise said submittal and resubmit. Construction may not proceed.
 6. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing Submittal that consists of ten drawings contains only one drawing that needs to be amended and resubmitted, the submittal as a whole is deemed as "REVISE AND RESUBMIT", and all ten drawings included in the submittal are required to be resubmitted.
 7. On resubmittals, flag any changes made, other than those made or requested by Owner or Engineer.
- E. Commence fabrication of an item only after Engineer has reviewed the pertinent submittals and Engineer has assigned action as either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals are considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements.
- F. Owner's and/or Engineer's review of shop drawing submittals does not relieve Contractor of the responsibility for correctness of details and dimensions and for compliance with the Contract Documents. Assume responsibility and risk for misfits due to errors in submittals. Be responsible for dimensions and design of adequate connections and details.
- G. Deferred Design Submittals: Items noted on the Contract Documents as "Deferred Submittals" must be submitted to Engineer, who will review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance with the design of the Project. Do not install Deferred Submittal items until the deferred submittal documents have been approved by the permitting agency.
- H. Test and Evaluation Reports: Submit technical data, test reports, calculations, surveys, and certifications based on field tests and inspections by independent inspection and testing agency and by authorities having jurisdiction.
1. Reports of results of inspections and tests will not be considered Contract Documents.
 2. Refer to Section 01 45 00 - Quality Control for additional requirements.

1.5 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference referred to in Section 01 11 00 - Summary of Work, submit the following items for review:
 - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") submittals listed in the Bid.
 - 2. A list of all permits and licenses to be obtained, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
 - 3. A preliminary Schedule of Values in accordance with Section 01 29 73 – Schedule of Values.
 - 4. A preliminary Construction Project Schedule in accordance with requirements of Section 01 32 16 – Construction Progress Schedule.
 - 5. The names and qualifications of the Designated Safety Representative and Designated Competent Persons.

1.6 SITE CONDITIONS SURVEYS

- A. Submit the site conditions survey data as required in Section 01 71 30 – Site Conditions Surveys.

1.7 CONSTRUCTION PROGRESS REPORTS

- A. Transmit a progress report to Engineer with each Application for Payment. If the Work falls behind schedule, submit additional progress reports at such intervals as Engineer may request.
- B. In each progress report, include sufficient narrative to describe any current and anticipated delaying factors, effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to Engineer, must be substantiated with satisfactory evidence.
- C. In each progress report, include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each.

1.8 SURVEY DATA

- A. Make available for examination throughout the construction period, all field books, notes, and other data developed while performing the surveys required by the Work and submit all such data to Engineer with documentation required for final acceptance of the Work.

1.9 UTILITY INVESTIGATION

- A. Submit the findings of the utility investigation in accordance with Section 01 71 50 – Protection and Restoration of Existing Facilities.

1.10 QUALITY ASSURANCE/QUALITY CONTROL PLAN

- A. Prepare and submit a Quality Assurance/Quality Control Plan for the Work contained in the Contract in accordance with Section 01 45 00 – Quality Control.

1.11 CONTRACTOR DAILY REPORT

- A. Submit to Engineer, or designee, a daily report. Deliver report not later than 9:00 A.M. of the workday following the report date and include the following:
1. Day of week, date, Contractor name and Report number.
 2. Summary of work in process (segregated by Contractor and Subcontractor).
 3. Details of work accomplished including quantities of Work installed.
 4. Summary of equipment working and where working.
 5. Summary of manpower by work element and Subcontractor.
 6. Receipt of major equipment or materials.
 7. All required testing performed and, if available, documented results.
 8. Notification of percent of Work delayed by abnormal weather conditions.
 9. Notification of percent of Work delayed by other utility conflicts or conditions.
 10. at close of Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



CONTRACTOR SUBMITTAL

Submittal Number	
Specification Section	
Area/Phase	
Requested Priority (1, 2, or 3)	

Owner: _____
 Construction Mgr: _____

Project: _____
 Project Number: _____

CONTRACTOR	
Contractor: _____	
Address: _____	
Contact: _____	
Phone: _____	
Date Submitted: _____	
No. of Copies Submitted: _____	
Supplier: _____	
Specification Paragraph	Description
<input type="checkbox"/> Electronic Copy Enclosed <input type="checkbox"/> Contractor has verified that the materials or equipment contained in this submittal meet all requirements specified or shown (no exceptions). <input type="checkbox"/> Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (list deviations below):	

DESIGN ENGINEER
Engineer: Bowen, Collins and Associates
Address: 154 East 14000 South Draper, Utah 84020
Contact: _____
Phone: (801) 495-2224
Date Returned: _____
No. of Copies Returned: _____
<input type="checkbox"/> See Attached Sheet(s) for Review Comments
Action Taken
<input type="checkbox"/> NAT No Action Taken - Record Submittal Only
No Resubmittal Required
<input type="checkbox"/> NET No Exceptions Taken
<input type="checkbox"/> MCN Make Corrections Noted
Resubmittal Required
<input type="checkbox"/> RAR Revise and Resubmit
<input type="checkbox"/> RR Rejected - Resubmit
Corrections or comments made on submittals during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating Work with the trades, and satisfactory and safe performance of the Work.

Contractor Authorized Representative Signature _____ Date _____

Reviewing Engineer Signature _____ Date _____

Requested Priority Legend (Engineer will attempt to meet these goals):
 1: Highest priority -- as fast as possible.
 2: Moderate priority -- 10 day target
 3: Low priority - 30 day turnaround per contract

Project Manager Signature _____ Date _____

SECTION 01 41 26
PERMITS

PART 1 - GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- A. Obtain permits required for the execution of Work in accordance with the Contract Documents. Provide copies of these permits to Owner.
- B. The intent of this Section is to furnish the known list of required permits for the Work under the Contract Documents. Owner does not guarantee that this list is complete. Be responsible for determining and verifying the extent of all permits required and for obtaining such permits.
- C. In the Bid Price, include costs for obtaining all necessary permits, including application fees and other costs, and the costs of complying with the conditions of all permits. Any fees listed in this section are estimates and are for information only. Verify and pay all actual fees.
- D. Within 30 Days of the Limited Notice to Proceed, submit a list of all permits and licenses to be obtained, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.

1.2 SUMMARY OF PERMITS TO BE OBTAINED BY CONTRACTOR

- A. Obtain the following permits. Submit copies of these permits to Engineer and maintain copies on-site. Comply with all conditions of the permits.
 - 1. Utah Division of Environmental Protection, Bureau of Water Pollution Control
 - a. Temporary Groundwater Discharge Permit is necessary if groundwater is present.
 - 2. Utah Division of Environmental Protection, General Storm Water Permit for Construction Activities:
 - a. As a condition of contract award, sign a certification of agreement to comply with the terms and conditions of the permit. Permit not required if area of disturbance is less than one acre.
 - b. Agency and Contact Person:
 - 1) Agency: Utah Department of Environmental Quality, Division of Drinking Water
 - 2) Contact Person: Tom Rushing
 - 3) Address: 288 North 1460 West (Cannon Building) 3rd Floor, PO Box 144870, Salt Lake City, Utah 84114-4870
 - 4) Telephone No.: (801) 538-6951
 - 5) Email: trushing@utah.gov

1.3 SUMMARY OF PERMITS OBTAINED BY OWNER

A. The following permits have been or will be obtained by Owner for this Project. Verify and comply with conditions of said permits.

1. Utah Department of Natural Resources, Division of Water Rights:
 - a. Utah State Stream Alteration Permit.
 - 1) Agency: U.S. Army Corps of Engineers and Utah State Engineers Office
 - 2) Contact Person: Chuck Williamson
 - 3) Telephone No.: (801) 538-7404
 - 4) Email: charleswilliamson@utah.gov
2. BLM Utah, Interior Region 7:
 - a. BLM Right of Way Permit Application
 - 1) Agency: Bureau of Land Management, Cedar City Field Office
 - 2) Contact Person: Lennie J. McConnel
 - 3) Telephone No.: (435)865-3052
 - 4) Email: lmconnell@blm.gov

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 45 00
QUALITY CONTROL**

PART 1 - GENERAL

1.1 SUMMARY

- A. The requirements of this Section apply to, and are a component part of, each Section of the Specifications.

1.2 REFERENCES

- A. ASTM International (ASTM) standards, most recent editions:

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
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ASTM D3740	Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
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1.3 SUBMITTALS

- A. Submit in accordance with Section 01 33 20 – Contractor Submittals.
- B. Submit Quality Control Plan.
- C. Submit credentials for field Quality Control Representative showing experience acceptable to Engineer.
- D. Submit credentials for testing laboratory showing compliance with Specifications and acceptable to Engineer.
- E. Submit results of testing as specified below.

1.4 SITE INVESTIGATION AND CONTROL

- A. Check and verify all dimensions and conditions in the field continuously during construction. Be solely responsible for any inaccuracies built into the Work due to Contractor's (including Subcontractor's) failure to comply with this requirement.
- B. Inspect related and appurtenant Work and report in writing to Engineer, any conditions which will prevent proper completion of the Work. Failure to report any such conditions constitutes acceptance of all Site conditions. Required removal, repair, or replacement caused by unsuitable conditions shall be performed at no additional cost to Owner.

1.5 INSPECTION OF THE WORK

- A. Inspect all Work performed by both Contractor and Subcontractors. Nonconforming Work and any safety hazards in the work area shall be noted and promptly corrected. Be responsible for the Work to be performed safely and in conformance with the Contract Documents.
- B. The Work shall be conducted under the general observation of Engineer and is subject to inspection by representatives of Owner acting on behalf of Owner to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. Owner, Engineer, or any inspector(s) shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of Engineer, or any inspector(s), shall not relieve Contractor of responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is the responsibility of Contractor. No act or omission on the part of Engineer, or any inspector(s) shall be construed as relieving Contractor of this responsibility. Inspection of Work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming Work. Owner may accept nonconforming Work when adequate compensation is offered, and it is in Owner's best interest as determined solely by Owner.
- D. All materials and articles furnished shall be subject to rigid documented inspection by qualified personnel. No materials or articles shall be used in the Work until they have been inspected and accepted by Contractor's Quality Control Representative and Engineer or other designated representative. No Work shall be backfilled, buried, cast in concrete, covered, or otherwise hidden until it has been inspected. Any Work covered in the absence of inspection shall be subject to uncovering. Where uninspected Work cannot be easily uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection.
- E. All Owner furnished materials and articles shall be subject to rigid inspection by Contractor's Quality Control Representative before being used or placed in the Work. Inform Engineer, in writing, of the results of said inspections within one working day after completion of inspection. If any material or articles provided by Owner are considered to be of insufficient quality for use in the Work, immediately notify Engineer.

1.6 TIME OF INSPECTION AND TESTS

- A. Furnish and prepare samples and test specimens required under these Specifications and for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. Furnish and prepare all required test specimens without additional expense to Owner. As provided in the Contract Documents, performance of certain tests will be by Owner, and all costs therefore will be borne by Owner, except that the costs of any test, which shows unsatisfactory results shall be back charged to Contractor.
- B. Notify Engineer at least three Workdays before being ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under this Contract and request inspection before beginning any such Work of covering. Failure to notify Engineer at least three Workdays in

advance of any such inspections shall be reasonable cause for Engineer to order a sufficient delay in scheduled operations to allow time for such inspection. Be responsible for costs of any remedial or corrective work required, and all costs of such delays, including its impact on other portions of the Work.

1.7 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, Engineer reserves the right to use any generally-accepted system of inspection which, in the opinion of Engineer, will ensure Engineer that the quality of the workmanship is in full accord with the Contract Documents.
- B. Owner reserves the right to waive tests or quality control measures. However, waiver of any specific testing or other quality control measure, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality control requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, Owner reserves the right to make independent investigations and tests as specified in the following paragraph and failure of any portion of the Work to meet qualitative requirements of the Contract Documents shall be reasonable cause for Owner to require the removal or correction and reconstruction of any such Work.
- D. In addition to any other inspection or quality control provisions that may be specified, Owner reserves the right to independently select, test, and analyze, at the expense of Owner, additional test specimens of any or all the materials to be used. Results of such additional tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the Work is discovered, as a result of such independent testing or investigation by Engineer, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such Work shall be borne by Contractor.

1.8 RIGHT OF REJECTION

- A. Engineer or designated representative, acting for Owner, always reserves the right to reject any articles or materials furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the Site. If Engineer or designated representative, through an oversight or otherwise, has accepted materials or Work which are defective or in any way contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.
- B. Promptly remove or replace rejected articles or materials from the Site of the Work after notification of rejection.

- C. Bear all costs of removal and replacement of rejected articles or materials.
- D. Failure to promptly remove and replace rejected Work shall be considered a breach of this Contract and Owner may, after 7 days' notice, terminate Contractor's right to proceed with the affected Work and remove and replace the Work and issue a back charge to cover the cost of the Work.

1.9 QUALITY CONTROL REQUIREMENTS

- A. Establish and execute a Quality Control program for the services, which are being provided. The program shall provide adequate measures for verification and conformance to defined requirements of all personnel, including lower-tier subcontractors (including fabricators, suppliers, and sub-subcontractors). Prepare and submit a plan responsive to this Section for review by Engineer.
- B. Furnish Engineer with a project specific Quality Control Plan. The plan shall contain a comprehensive account of quality control procedures applicable to this Project. The detailed requirements for this Plan are delineated in the following paragraphs. No progress payments will be made until the Quality Control Plan is fully accepted by Engineer.
- C. Using the Quality Control Plan, describe and define the personnel requirements described herein. Provide personnel with assigned quality control functions reporting to a field Quality Control Representative. The field Quality Control Representative shall report to a senior manager of Contractor and shall not have supervisory or managerial responsibility over the work force. Persons performing quality control functions shall have sufficient qualifications, authority, and organizational freedom to identify quality problems and to initiate and recommend solutions. Contractor's Quality Control representative(s) shall be on-site as often as necessary (but not less than the daily hours specified in the Contract Documents) to remedy and demonstrate that Work is being performed properly and to make multiple observations of all Work in progress. The Quality Control Plan shall include a statement by the senior manager designating the Quality Control Representative and specifying authorities delegated to the Quality Control Representative to direct cessation or removal and replacement of defective Work.
- D. The Quality Control Plan shall ensure the achievement of adequate quality throughout all applicable areas of the contract. In the Quality Control Plan, describe the program and include procedures, work instructions and records. In addition, describe methods relating to areas that require special testing and procedures as noted in the Specifications.
- E. Identification and Control of Items and Materials: Describe procedures in the Quality Control Plan to ensure that items or materials that have been accepted at the site are properly used and installed. Provide procedures for proper identification and storage, and to prevent the use of incorrect or defective materials.
- F. Inspection and Tests: Provide written procedures defining a program for control of inspections performed. These procedures shall be described in the Quality Control Plan.
 - 1. Inspections and tests shall be performed and documented by qualified individuals. At a minimum, "qualified" shall mean having performed similar quality control functions on similar type projects. Records of personnel experience, training and qualifications shall be maintained and made available for review by Engineer upon request.

2. Maintain and provide to Engineer, within two working days of completion of each inspection and test, adequate records of all such inspections and tests. Inspection and test results shall be documented and evaluated to ensure that requirements have been satisfied.
3. Procedures shall include:
 - a. Specific instructions defining procedures for observing all Work in process and comparing this Work with the Contract requirements (organized by specification section).
 - b. Maintaining and providing Daily Inspection Reports. Such reports shall, at a minimum, include the following:
 - 1) Item(s) inspected
 - 2) Quality characteristics in compliance
 - 3) Quality characteristics not in compliance
 - 4) Corrective/remedial actions taken
 - 5) Statement of certification
 - 6) QC Manager's signature
 - c. Specific instructions for recording all observations and requirements for demonstrating through the reports that the Work observed complied, or a deficiency was noted and action to be taken.
 - d. Procedures to preclude the covering of deficient or rejected Work.
 - e. Procedures for halting or rejecting Work.
 - f. Procedures for resolution of differences between the Quality Control Representative(s) and the production representative(s).
4. The Quality Control Plan shall identify all contractual hold/inspection points as well as any Contractor imposed hold/inspections points.
5. The Quality Control Plan shall include procedures to provide verification and control of all testing provided, including:
 - a. Maintaining and providing to Engineer Daily Testing Records. Such records shall, at a minimum, contain the following:
 - 1) Item(s) tested
 - 2) Quality characteristics in compliance
 - 3) Statement of correctness & certification
 - 4) Quality characteristics not in compliance
 - 5) Corrective/remedial actions taken
 - 6) QC Manager's signature
 - b. Individual test records will contain the following information:
 - 1) Item tested -item number and description
 - 2) Test results
 - 3) Test designation
 - 4) Test work sheet including location sample was obtained
 - 5) Acceptance or rejection
 - 6) Date sample was obtained
 - 7) Retest information, if applicable
 - 8) Control requirements
 - 9) Tester signature
 - 10) Testing QC staff initials
 - c. Providing for location maps for all tests performed or location of Work covered by the tests.
 - d. Maintaining copies of all test results.
 - e. Ensuring Engineer receives independent copy of all tests.

- f. Ensuring testing lab(s) are functioning independently and in accordance with the specifications.
 - g. Ensuring re-tests are properly taken and documented.
- G. Control of Measuring and Test Equipment: Measuring and/or testing instruments shall be adequately maintained, calibrated, and adjusted to maintain accuracy within prescribed limits. Perform calibration at specified periods against valid standards traceable to nationally recognized standards and documented.
- H. Supplier Quality Assurance: The Quality Control Plan shall include procedures to ensure that procured products and services conform to the requirements of the Contract Documents. Requirements of these procedures shall be applied, as appropriate, to lower-tier suppliers and/or Subcontractors.
- I. Deficient and Nonconforming Work and Corrective Action: The Quality Control Plan shall include procedures for handling of deficiencies and non-conformances. Deficiencies and non-conformances are defined as documentation, drawings, material, equipment, and Work not conforming to the specified requirements or procedures. The procedure shall prevent non-conformances by identification, documentation, evaluation, separation, disposition, and corrective action to prevent recurrence. Conditions having adverse effects on quality shall be promptly identified and reported to the senior level management. The cause of conditions adverse to quality shall be determined and documented and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:
 - 1. Personnel responsible for identifying deficient and non-complying items within the work.
 - 2. How and by whom deficient and non-compliant items are documented "in the field".
 - 3. The personnel and process utilized for logging deficient and non-compliant work at the end of each day onto a Deficiency Log.
 - 4. Tracking processes and tracking documentation for deficient and non-compliant items.
 - 5. Personnel responsible for achieving resolution of outstanding deficiencies.
 - 6. Once resolved, how are the resolutions documented and by whom.
- J. Special Processes and Personnel Qualifications
 - 1. The Quality Control Plan shall include detailed procedures for the performance and control of special process (e.g., welding, soldering, heat treating, cleaning, plating, nondestructive examination, etc.).
 - 2. Personnel performing special process tasks shall have the experience, training, and certifications commensurate with the scope, complexity, or nature of the activity. They shall be approved by Engineer before the start of Work on the Project.
- K. Audits: The Quality Control Plan shall provide for documented audits to verify that quality control procedures are being fully implemented by Contractor as well as its subcontractors. Audit records shall be made available to Engineer upon request.
- L. Documented Control/Quality Records
 - 1. Establish methods for control of Contract Documents, which describe how Drawings and Specifications are received and distributed to assure the correct issue of the document being used. The methods shall also describe how as-built data are documented and furnished to Engineer.

2. Maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
 3. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, and destruction.
 4. Provide a list with specific records as specified in the Contract Documents, which will be furnished to Engineer at the completion of activities.
- M. Acceptance of Quality Control Plan: Engineer's review and acceptance of the Quality Control Plan shall not relieve Contractor from any of its obligations for the performance of the Work. Contractor's quality control staffing is subject to Engineer's review and continued acceptance. Owner, at its sole option, without cause, may direct Contractor to remove and replace the Quality Control Representative. No Work covered by the Quality Control Plan shall start until Engineer's acceptance of the Quality Control Plan has been obtained.
- N. Engineer may perform independent quality assurance audits to verify that actions specified in the Quality Control Plan have been implemented. No Engineer audit finding or report shall in any way remove any requirements of this Contract.

1.10 TESTING SERVICES

- A. All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.
- B. Independent testing laboratory shall be accredited by the American Association of State Highway and Transportation Officials (AASHTO) for the tests they will perform and as appropriate for the Work being performed. The laboratory shall also be accredited under ASTM C1077, ASTM D3740, and ASTM D3666.
- C. Engineer shall have the right to inspect work performed by the independent testing laboratory both at the project and at the laboratory. This shall include inspection of the independent testing laboratory's internal quality assurance records (quality assurance manual, equipment calibrations, proficiency sample performance, etc.).
- D. Obtain Engineer's acceptance of the testing firm before having services performed. Pay all costs for these testing services.
- E. Testing services provided by Owner, if any, are for the sole benefit of Owner. However, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.
- F. Testing Services furnished by Contractor: Unless otherwise specified, and in addition to all other specified testing requirements, provide all testing services in connection with the following materials as required for Engineer's review:
1. Concrete materials and mix designs.
 2. Embankment, fill, and backfill materials.

3. Quality control testing of all precast concrete.
 4. All other tests and engineering data required for Engineer's review of materials and equipment proposed to be used in the Work.
 5. In addition, the following quality control tests shall be performed by Contractor:
 - a. Holiday testing of pipeline coatings.
 - b. Air testing of field-welded joints for steel pipe or pipe cylinders and fabricated specials.
 - c. All testing and inspection of welding work including, but not limited to, welding procedure qualifications, welder operator qualifications, all work performed by the certified welding inspector, all appropriate nondestructive testing of welds and all repair and retest of weld defects.
- G. Testing Services furnished by Owner: Unless otherwise specified, Owner will provide quality control testing services in connection with the following materials and equipment incorporated in the Work.
1. Concrete strength tests.
 2. Moisture-density and relative density tests on embankment, fill, and backfill materials.
 3. In-place field density test on embankments, fills, and backfill.
 4. Other materials and equipment as specified herein.
 5. Testing, including sampling, shall be performed by Engineer or testing firm's laboratory personnel, in general manner and frequency indicated in the Specifications.
 6. Furnish all sample materials and cooperate in the testing activities, including sampling. Interrupt the Work when necessary to allow testing, including sampling to be performed. There shall be no claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by the testing firm's laboratory personnel, furnish personnel and facilities to assist in the activities.
 7. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and will furnish a written report of each test. Distribution of the reports shall be as directed by Engineer.
- H. Transmittal of Test Reports: Written reports of tests and engineering data furnished for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted per Section 01 33 20 Contractor Submittals.
- I. The testing firm retained for material field testing shall furnish a minimum of five copies of written report of each test. Three copies of each test report will be transmitted to Engineer within three Workdays after each test is completed. Consecutively number each report for each type of test.
- J. Testing firm shall furnish one copy of each field and laboratory quality control test to Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 50 10
SITE ACCESS AND STORAGE**

PART 1 - GENERAL

1.1 REFERENCES

- A. U.S. Dept. of Transportation, Federal Highway Administration (FHWA) standards.
MUTCD Manual of Uniform Traffic Control Devices
- B. U.S. Dept. of Labor, Occupational Safety and Health Administration (OSHA) standards.
Subpart G, Part 1926 Safety and Health Standards for Construction

1.2 SUBMITTALS

- A. Provide design and engineering calculations for custom temporary bridges or steel plates to be employed.
- B. Submit hazardous materials storage plan.
- C. Submit the EPA issued number for wastes generated at the site.

1.3 ROADWAY AND TRAFFIC LIMITATIONS

- A. Investigate the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work. Comply with the provisions specified in the Traffic Management Plan. Accept responsibility to construct and maintain any haul roads required for construction operations.
- B. Maintain a maximum speed limit of 25 mph while on the Project Site.
- C. Confine all vehicles to the designated construction area. Cross-country travel is prohibited.

1.4 TEMPORARY CROSSINGS

- A. General: Provide continuous, unobstructed, safe, and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Provide safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet. Cooperate with parties involved in the delivery of mail and removal of trash and garbage to maintain existing schedules for such services. Maintain vehicular access to residential driveways to the property line except when required construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, provide suitable temporary bridges or steel plates over unfilled excavations, except where written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates has been secured. Any such

obtained written consent shall be delivered to Engineer prior to excavation. Maintain all such bridges or steel plates in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case. Adopt designs furnished by said authority for such bridges or steel plates, or submit designs to said authority for approval, as may be required. New designs shall be stamped and signed by a professional engineer, licensed to practice in Utah.

- C. Street Use: Nothing herein shall be construed to entitle Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder. Conduct operations so as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of Engineer and proper governmental authority. Where excavation is being performed in primary streets or highways, always maintain one lane in each direction open to traffic unless otherwise indicated. Provide toe boards to retain excavated material if required by Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall always BE kept accessible to fire-fighting equipment. Temporary provisions shall be made to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- D. Traffic Control: For the protection of traffic in public or private streets and ways, provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the MUTCD, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations."
- E. Take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. Station such guards or flaggers and conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to OSHA Safety and Health Standards for Construction.
- F. Temporary Street Closure: If closure of any street is required during construction, apply in writing to the authority having jurisdiction at least 30 days in advance of the required closure for signage and detour requirements.
- G. Temporary Driveway Closure: Notify property owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one eight-hour workday at least three working days prior to the closure. Minimize the inconvenience and minimize the time that the driveways will be closed. Fully explain to the owner/occupant how long the work will take and when closure is to start.

1.5 WORK AND STORAGE AREA

- A. Owner will designate as indicated in the Contract Documents, and arrange for the Contractor's use, a portion of the property for use during the term of the Contract as a storage and shop area for construction operations on the Work. Provide a plot plan of intended storage/work area use to Engineer.

- B. Make independent arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.
- C. Lands to be furnished by Owner for construction operation and other purposes are indicated. Should it be necessary to use any additional land for staging or for other purposes during the construction of the Work, independently arrange for the use of such lands and pay any required rental or use fees. Unless otherwise shown, specified, or agreed, all sites shall be returned to their original condition or better upon completion of the Work.
- D. Nothing herein shall imply granting an exclusive use of roadways or public and/or private land employed to perform the Work.
- E. Temporary Storage Buildings and Enclosures
 - 1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials to be stored therein.
 - 2. Arrange and partition to provide security of contents and ready access for inspection and inventory.
- F. Construct and use a separate storage area with adequate spill containment for hazardous materials used in constructing the Work.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
 - 2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
 - 3. Develop and submit to Engineer a plan for storing and disposing of the materials above.
 - 4. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
 - 5. Hazardous materials which are delivered in containers, shall be stored in the original containers until use. Hazardous materials which are delivered in bulk, shall be stored in containers which meet the requirements of authorities having jurisdiction.
 - 6. Obtain and submit to Engineer a single EPA number for wastes generated at the site.
 - 7. The separate storage area shall be inspected by the proper authorities prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.
- G. In the event machinery and equipment need servicing on site, be responsible to clean environmentally hazardous materials from the site immediately.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 55 26
TRAFFIC CONTROL**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Traffic Control Plan requirements and materials and labor necessary for implementation.
- B. Traffic Control Maintainer and Flagging.
- C. Work zone traffic control devices, arrow boards, and pilot cars.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO) standards, latest edition:

Roadside Design Guide

- B. American Traffic Safety Services Association (ATSSA) standards, latest edition:

Quality Guidelines for Temporary Traffic Control Devices & Features

- C. National Cooperative Highway Research Program (NCHRP) standards, latest edition:

Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features

- D. U.S. Dept. of Transportation, Federal Highway Administration (FHWA) standards:

MUTCD Manual of Uniform Traffic Control Devices

Standard Highway Signs

- E. Utah Department of Transportation (UDOT) standards and specifications, latest edition:

Flagger Training Handbook

Guidelines for Crash Cushions and Barrier End Treatments

Standard Section 2891 Traffic Signs

Operations Policy 06C-23 Use of Variable Message Signs (VMS)

1.3 SUBMITTALS

- A. Administrative Submittals: Copies of permits, licenses, and approvals for construction as required by Laws and Regulations and governing agencies.

- B. Shop Drawings:
 - 1. Approved Traffic Control and Routing Plans: As specified herein.
 - 2. Message Boards: Proposed locations for placement at each detour or road closure.
- C. Traffic Control Supervisor(s) qualifications: Qualifications of proposed traffic control supervisor(s) and traffic control plan signatory.

1.4 TRAFFIC CONTROL SUPERVISOR

- A. The traffic control supervisor shall be responsible for initiating, installing, and maintaining all traffic control devices as shown on the Traffic Control and Routing Plans, and as specified in the MUTCD and these specifications, or as directed. The traffic control supervisor shall be an employee of the Contractor and shall be assigned full time to the Project while work is underway on public roadways. The traffic control supervisor shall work exclusively with traffic control services. The designated traffic control supervisor shall also be available to be contact by the Engineer 24 hours a day for the life of this contract. The persons so designated shall have at least one year of experience directly related to work site traffic control in a supervisory capacity and shall be certified as a work sit traffic control supervisor by ATSSA. Submit the name and qualifications of this person for review 7 days in advance of the date set for the preconstruction conference.
- B. The traffic control supervisor shall be capable of being onsite within 45 minutes of notification. The traffic control supervisor shall make at least four inspections of all traffic controls devices each day as follows:
 - 1. Before beginning work.
 - 2. At mid-shift.
 - 3. Half an hour after the end of the shift.
 - 4. Once during the period of nonworking hours.
- C. The traffic control supervisor shall make a daily record of traffic control activities using a form provided to and approved by the Engineer. Submit completed forms within 24 hours.
- D. The traffic control supervisor shall oversee the security of the message boards to be implemented by the Contractor's field staff. Security measures shall be implemented daily and shall include locking the tires to the message boards, chaining the message boards to a fixed item, and other measures to prevent theft.
- E. Each day the traffic control supervisor shall develop the messages for the message boards, determine the locations of the message boards, coordinate with field labor to locate the message boards, and program the message boards.
- F. The traffic control supervisor shall oversee the flagging operations. For road closures, the traffic control supervisor shall prepare information handouts showing schedules and maps of the crew locations. The traffic control supervisor shall keep the handouts updated and furnish copies of the flaggers for distribution to drivers approaching closure barricades and drivers waiting to drive through single-lane zones. The traffic control supervisor shall manage the distribution of radios to flaggers and oversee the proper functioning of radios.
- G. Each evening and morning, signs shall be covered and uncovered as needed to inform the public of roadway closures, detours, work zones, and other traffic information. Each evening

just before crews leave, all signs not required shall be covered and all signs required shall be uncovered. Each morning before start of construction, all signs not required shall be covered and all signs required shall be uncovered. The traffic control supervisor shall oversee the covering and uncovering of signs each evening and morning.

- H. Traffic control supervisor shall oversee storage of materials and construction equipment along right-of-way, as needed to ensure compliance with the Contract Documents.
- I. Traffic control supervisor shall be responsible for verifying that property owner notifications are made in accordance with Contract requirements.

1.5 FLAGGER

- A. Flaggers must have a current Utah flagging certificate and must present proof of certification upon request by the Engineer.
 - 1. Acceptable Certifications
 - a. Refer to <http://www.udot.utah.gov/main/f?p=100:pg:0:::1:T.V:1385> for a list of certified instructors.

1.6 TRAFFIC CONTROL AND ROUTING PLANS

- A. The Traffic Control and Routing Plans shall be prepared and/or certified as to conformance with these Specifications by a Professional Traffic Operation Engineer (PTOE) or an ATSSA certified Work Site Traffic Control Supervisor and shall include the PTOE registration number or ATSSA certification number of the certifying person.
- B. Submit the initial phase Traffic Control and Routing Plans at the preconstruction conference. Submit plans for future phases of construction a minimum of 28 days before start of that construction phase to allow review and resubmittal, if necessary, and public notification. Meet with the Engineer and affected agency having jurisdiction to review each of the Traffic Control and Routing Plans for each phase of construction. Do not begin construction on any given phase before receiving written acceptance by [Paragonah City or Cedar City](#) Traffic Division of the Traffic Control and Routing Plans for that phase.
- C. Failure to submit the Traffic Control and Routing Plans within the specified time frames will not be justification for additional working days. Failure to adequately address comments in any required resubmittal also will not justify additional working days.
- D. Changes to this plan shall be made only by written approval of Engineer. Secure approvals for necessary changes so as not to delay progress of the Work.
- E. If multiple road closures are desired simultaneously, detours must be coordinated and approved in advance by the Engineer and the agency or agencies having jurisdiction. Allow a minimum of 14 working days for the Engineer and the agency or agencies having jurisdiction review followed by 14 working days of prior notification of residents. Multiple simultaneous road closures will require additional message boards (at each end of the closure) which shall be provided by Contractor at no additional cost for the duration of simultaneous closures.
- F. Traffic Routing Plan: Show sequences of construction affecting the use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of

operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians, bicycles, and vehicles. Include schedule for covering traffic control signs (including detour signs) when not in use and uncovering just prior to use.

- G. The Traffic Control Plans in the Contract Documents are guidelines only and shall not be used in lieu of detailed Contractor-prepared plans. Detailed Traffic Control Plans shall show the location of traffic cones, barrier rail, construction zones, flaggers, stored pipe and materials, construction truck access, barricades, detours, signs, message boards, and other traffic control facilities.
- H. On a time and day agreed upon between the Contractor and Engineer to describe the following week's construction operations and the traffic control provisions. At each meeting, submit a detailed update of traffic control provisions and construction crew locations. This shall be submitted in hardcopy and electronic form using a Word file. The update shall contain a list of signs and the time and location for covering and uncovering signs. The update shall include the location and wording of message control boards.
- I. Any days lost due to improper traffic control will be charged against the allowable working days.

PART 2 - PRODUCTS

2.1 PERFORMANCE CRITERIA

- A. Use devices and systems, which meet NCHRP-350 Report crash test requirements as defined in the four categories by the Federal Highway Administration. Some exceptions will be acceptable as stated below.
 - 1. Category 1: Cones, tubular marker, delineators, and drums without lights must be certified by the manufacturer as meeting NCHRP-350 Report requirements.
 - 2. Category 2: Portable sign stands with signs, Type I, II and II barricades, vertical panels, Category 1 devices with light attachments and devices not expected to cause signification vehicle velocity change. These devices and systems must be certified by FHWA as meeting NCHRP-350. Report test requirements.
 - 3. Category 3: Portable/Temporary pre-cast concrete barrier manufactured after October 1, 2002, must be certified as meeting NCHRP-350 Report test requirements.
 - a. Manufactured date to be stamped into top of each barrier section using a numeric format (ex: 10/2006) with 2-inch x 2-inch numerals, ¼ inch deep. See Standard Drawing BA 1A and BA 2.
 - b. Portable/Temporary pre-cast concrete barrier manufactured prior to October 1, 2002 and meeting NCHRP 230 may be used until they are no longer serviceable.
 - 4. Category 3: Crash cushions and truck mounted attenuators must be certified by FHWA as meeting NCHRP-350 test requirements.
 - 5. Category 4: Advanced warning arrow boards and portable variable message signs do not have to meet NCHRP-350 test requirements.

2.2 PILOT CAR

- A. Equip with a reflectorized sign:

1. Comply with UDOT Standard Specifications, Section 02891 – Traffic Signs.
2. MUTCD Sign G20-4.

2.3 FLAGGER EQUIPMENT AND CLOTHING

- A. Comply with UDOT's "Flagger Training Handbook".
- B. Comply with Contract Drawings traffic control sheets.
- C. Paddle:
 1. Use a combination "STOP" and "SLOW" sign paddle. The paddles shall be a minimum of 18 inches wide with 6-inch series "C" letters and have a rigid fixed handle approximately 5 feet in length, from the bottom of the paddle to ground level.
 2. Fabricate the combination sign paddle from sheet metal or other light semi-rigid material.
 3. The background of the "STOP" face shall be red with white letters and border. The background of the "SLOW" shall be orange with black letters and border.
 4. Use Type II reflective sheeting for the background, letters, and border on the faces of the STOP/SLOW paddles.
- D. Clothing:
 1. Flagger vest and hard hat:
 - a. Color: Orange, red-orange, or fluorescent version of these colors.
 - b. Safety vest with a minimum of 775 inches of background material. Night work requires a minimum of 20 inches of reflective material (100 inches on the front and 100 inches on the back). Reflective material will be white and/or strong yellow-green.
 - c. Hard hat with 10 inches of white or strong yellow-green reflective tape places around the base of the hard hat and visible to traffic from all directions.

2.4 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Signs:
 1. Comply with this section, Article 2.1.
 2. Comply with UDOT Standard Specifications, Section 02891 – Traffic Signs.
 3. Comply with Contract Drawings traffic control sheets.
- B. Channelizing Devices:
 1. Comply with Article 2.1.
 2. Comply with Contract Drawings traffic control sheets.
 3. Comply with UDOT Standard Specifications, Section 02891 – Traffic Signs, for reflective sheeting.
 4. Use construction orange tubular markers and cones during daylight hours only.
- C. Barricades:
 1. Comply with Article 2.1.
 2. Comply with Contract Drawings traffic control and routing sheets.
 3. Do not use rocks, asphalt, or concrete pieces, construction materials, and other debris as weighting devices for barricades. Sand bags will be permitted as long as a low center of gravity is maintained as approved.

- D. Precast Concrete Barrier:
 - 1. Comply with Article 2.1.
 - 2. Comply with Contract Drawings traffic control and routing sheets.
 - 3. Use an approved construction zone attenuator or permanent style end sections, as listed in UDOT Guidelines for Crash Cushions and Barrier End Treatments.
 - a. Use a construction zone attenuator when approach ends of temporary precast barrier are within AASHTO clear zone.
 - 1) Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements.
 - 2) Install crash cushions as per contract traffic control sheets and manufacturer's recommendations.
 - 4. Do not use a truck mounted attenuator (TMA) to protect temporary precast barrier end for more than 24 hours. Use properly rated TMA as directed in this Section, Article 2.4, Paragraph E.

- E. Impact Attenuator: Use properly rated truck mounted attenuator for the posted speed limit prior to construction.
 - 1. NCHRP-350 Test Level 2 for speeds 45 mph or less.
 - 2. NCHRP-350 Test Level 3 for speeds greater than 45 mph.

2.5 ADVANCE WARNING ARROW BOARD

- A. Meet all standards as specified in the MUTCD, Section 6F.61 Arrow Boards.
- B. Perform all functions as specified in Contract Drawings traffic control sheets and the MUTCD.

2.6 VARIABLE MESSAGE SIGNS (VMS)

- A. Design, placement, operation, maintenance, and message content of portable variable message signs will conform to the current edition of the MUTCD and UDOT Operations Policy 06C-23 were applicable.
- B. Portable variable message boards shall be a transportable truck or trailer mounted programmable message sign. The message sign board shall be capable of displaying three lines of message text with characters of twelve-inch minimum height formed by a bulb type, LCD, LED, or electromagnetic disk matrix, and shall have a display area of 96-inches x 48-inches. At nighttime the sign display shall be self-illuminated.
- C. Portable variable message boards shall be placed at least 14 calendar days before construction begins on the affected roadways and maintained by the Contractor at locations designated and provided by the Owner.
- D. Provide at least two portable variable message boards throughout construction at each location impacting City streets. Additional signs may be required by Cities based upon review of Contractor's Traffic Control Plans.

PART 3 - EXECUTION

3.1 LIMITATIONS OF OPERATIONS

- A. See Section 01 11 00 – Summary of Work for Contract information to coordinate construction and traffic control involving signalized intersections. Give maintaining agency a minimum of 72-hours' notice for the adjustment of signal phasing to accommodate the approved Traffic Control Plan.
- B. During nonworking hours, Saturdays, Sundays, and holidays, the full width of the traveled way in both directions shall be open for use by the public.
- C. Allow emergency vehicles immediate passage.
- D. When construction operations are not actively in progress, one through lane of traffic in each direction shall be open to public traffic. A maximum of 15 percent vertical profile grade shall be constructed and always maintained to accommodate public traffic.
- E. Minimum lane width shall be 10 feet, unless noted otherwise. Where cones are used to separate traffic lane from construction zone, do not use traffic lane for accessing construction zone, and do not store materials or equipment on or near shoulder of traffic lane side of roadway.
- F. Whenever it is necessary to cross, close, or obstruct driveways and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- G. Driveway and Private Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along the route of the Work. When access to private driveways must be temporarily denied due to construction operations, notify the property owner or responsible part of such closure not less than 24 hours in advance of closure. Give notification in writing and include the estimated duration of the closure.
- H. In making street crossings, do not block more than one-half the street at a time. Maintain one lane of traffic at all times. Ensure access for traffic both directions.
- I. Notify the fire department, police/sheriff department, highway patrol, ambulance service, local school district, and transit 14 days before closing roadway or portion thereof. Notify said departments or agencies when streets are again passable for vehicles. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to the police or sheriff's department.
- J. If Work will interfere with mail delivery, move mailboxes to temporary locations accessible to postal service, and on completion of Work in each area, replace them in their original location and in a condition equal to or better than original. When access to private driveways must be temporarily denied due to construction operations, notify the property owner or responsible part of such closure not less than 24 hours in advance of closure. Give notification in writing and include the estimated duration of the closure.

- K. If Work will interfere with garbage pickup, move property owner's (resident's) garbage cans to areas accessible for garbage pickup. Garbage cans shall be returned to owner's driveway after pickup.
- L. Pedestrian and cycle access along sidewalks and streets will be kept open and safe from construction activities.
- M. Coordinate traffic routing with that of others working in the same or adjacent areas. Coordinate access for garbage pickup, mail delivery, and school buses.
- N. Each evening prior to crew departure, sweep all Work areas to ensure all construction debris (including, but not limited to, AC waste, gravel, and dirt) has been removed from the surface of the road. Dispose of debris offsite and do not sweep into ditches or otherwise outside of Work area.
- O. Barricades and Lights:
 - 1. Provide as shown on the Traffic Control Details and in sufficient quantity to safeguard public and Work.
 - 2. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.
 - 3. Provide to protect existing facilities and adjacent properties from potential damage.
 - 4. Locate to enable access by facility operators and property owners.
 - 5. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
 - 6. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.
- P. Signs and Equipment:
 - 1. Traffic control signs and equipment shall be as described herein, the MUTCD, and the Standard Highway Signs, shown on Traffic Control Details, and as directed by Engineer.
 - 2. Maintain existing traffic control signs during construction.
 - 3. Variable Message Signs: Provide two variable message signs conforming to the provisions of Section 2.6 of these Specifications for use as directed by Engineer. Be responsible for moving and programming message boards as required throughout the Project.
 - 4. Portable TOW-AWAY-NO STOPPING Signs; Place wherever approved by police department or the agency having jurisdiction and Owner.
 - 5. Business Access Signs: Place at accesses to businesses in the vicinity of construction activities.
 - 6. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements. Provide at obstructions such as material piles and equipment, as directed by Engineer.
 - 7. Illuminate barricades and obstructions with warning lights from sunset to sunrise, or as directed by Engineer.
 - 8. Use to alert public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.

9. Post-mount informational signs both sides of detour a minimum of 14 days before detouring any traffic as to the date, time, and duration of the detour. Sign shall be stenciled with 6-inch black letters on an orange background. Signs shall meet these specifications.
10. Place solar powered barricade-type lights on Road Work Ahead signs and construction speed limit signs.
11. All portable and night use signs shall use high intensity reflective sheeting.
12. Cover Detour signs when not in use and uncover just prior to use. Detour signs shall be covered with wood or metal. The use of easily displaced material such as plastic bags, burlap sacks, duct tape, etc. is not acceptable.
13. Each sign or piece of equipment shall be certified by the manufacturer to meet the requirements of these Specifications. Any sign or equipment, which is damaged, or appears to be in poor condition, must be recertified by the manufacturer. Engineer shall be the sole judge as to whether used signs or equipment supplied under this contract need recertification.

END OF SECTION

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SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.2 DUST ABATEMENT

- A. Furnish all labor, equipment, and methods required to prevent, control, and mitigate fugitive dust from the construction activities. In complying with this requirement, conform to all local requirements in all circumstances. Be responsible for damage resulting from dust generated by its activities. Dust abatement measures shall be continued until Engineer directs otherwise.

1. Unpaved Roads: Apply liquid dust palliative as appropriate for traffic areas as approved by Engineer.
2. All other Non-Paved Work Areas: Apply a liquid dust palliative (soil stabilizer type) derived from natural organic plant sources and containing no growth – or germination – inhibiting materials as approved by Engineer. Application shall be effective for dust suppression according to applicable County Health District Air Pollution Control Division dust regulations. Do not allow movement of vehicles or storage of materials on treated areas.

1.3 RUBBISH CONTROL

- A. Prepare a trash abatement program and submit to Engineer for review. The program shall include placing all litter, trash, garbage, construction debris, and refuse in scavenger-proof, resealable containers. Trash includes, but is not limited to, cigarettes, cigars, gum wrappers, tissue, cans, paper, and bags. During the progress of the Work, keep the Project Site and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. Dispose of all rubbish and waste materials of any nature occurring at the Project Site, establish regular intervals of collection and disposal of such materials and waste. Keep haul roads free from dirt, rubbish, and unnecessary obstructions resulting from construction operations. Disposal of all rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- B. Clean up and properly dispose of any oil, fuel, and other equipment leaks at the time of occurrence. Service and maintenance vehicles shall carry a bucket and pads to absorb leaks and spills. Notify Engineer of any spills or leaks at the time of occurrence.

1.4 SANITATION

- A. Toilet Facilities: Provide fixed or portable chemical toilets wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

- B. Sanitary and Other Organic Wastes: Establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities or organic material wastes from any other source related to the construction operations shall be disposed of away from the Site in a manner satisfactory to Engineer and in accordance with all laws and regulations pertaining thereto.

1.5 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether soil sterilant, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.6 CULTURAL RESOURCES

- A. Direct attention to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800, which provide for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. Conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- C. In the event potential cultural resources are discovered during subsurface excavations at the Site of construction, institute the following procedures:
 - 1. Engineer will issue a Field Order directing the cessation all construction operations at the location of such potential cultural resources find. Mark the area in an appropriate manner to ensure that all construction equipment, activities, and personnel remain clear of the area until further notice.
 - 2. Field Order shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historic Preservation Office.
- D. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Historic Preservation Office, suspend work at the location of the find under the provisions for changes contained in Articles 10, 11, and 12 of the General Conditions.

1.7 AIR QUALITY

- A. Maintain all vehicles and equipment in proper tune.
- B. Use Best Available Control Technology on construction equipment, including a timing retardation.
- C. Use natural-gas powered construction equipment where possible.
- D. Encourage employee car-pooling.

1.8 NOISE

- A. Comply with the hours of work as allowed by the local jurisdiction or land management agency.
- B. Noise limits on construction equipment will comply with the noise limits of the local jurisdiction or land management agency. All construction equipment shall be equipped with manufacturer's standard noise control devices (i.e., mufflers, acoustical lagging, and/or engineer enclosures). Take special care not to throttle the engine excessively and keep engine speed as low as possible. Do not leave the equipment running or idling needlessly, especially when near noise-sensitive land uses. Noise-sensitive land uses include, but are not limited to, residences, schools, hospitals, libraries, retirement and elderly care centers, religious and worship facilities, courts of law, certain noise-sensitive professional offices, and quiet recreational areas such as campgrounds and hiking trails.
- C. Use newer equipment whenever possible. Inspect all construction equipment at periodic intervals to ensure proper maintenance and the presence of noise control devices (i.e., mufflers and shrouding, etc.)
- D. Keep heavy, noisier equipment a minimum of 100 feet away from the property line of any noise-sensitive land use for any length of time. Avoid coming closer than 200 feet if multiple pieces of equipment are operating simultaneously. If such cases are unavoidable, avoid throttling the engine excessively or leaving the equipment running needlessly. Heavy equipment shall be operated in a manner to comply with the jurisdiction's noise ordinance and vibration performance standard. To comply with these requirements, it may be necessary to operate heavy equipment only 30 minutes out of each one-hour period at distances closer than 200 feet from an occupied property. During the remaining 30 minutes, the equipment should move further away or be shut down, but may resume 30 minutes later.
- E. Locate stationary noisy equipment away from construction boundaries that are near noise-sensitive uses.
- F. Concrete trucks shall perform initial mixing and other activities that require high revving of the truck engine a minimum of 600 feet from noise-sensitive land uses. Keep engine revolutions per minute as low as possible at closer distances.
- G. Whenever possible, use electric hand tools rather than gas-powered tools.
- H. If operation of dewatering pumps and generators is required between the hours of 6 p.m. and 7 a.m. and within 600 feet of a noise-sensitive land use, they shall be treated with acoustical noise control measures (e.g., mufflers, shrouding, and/or enclosures) so as not to exceed 56 dba at 50 feet or other appropriate requirements of the local jurisdiction.
- I. If requested by the Engineer, install temporary noise barriers for construction activities, including staging areas that occur closer than 100 feet from noise-sensitive land uses. Noise barriers can be made of plywood, heavy vinyl curtain material, natural or temporary earth berms, or stockpiles of construction material.

1.9 CONTROL OF SURFACE WATER

- A. Be advised that portions of the Work site are subject to flooding from surface waters. Many portions of the site are located directly in washes or drainage ways. Other portions of the Work are located outside major drainage ways but are still subject to minor channelized flows and overland sheet flow during some rainfall events.
- B. Be responsible for protecting the Work and temporary facilities from damage due to flooding, runoff, surface water flows, and related subsurface flows until final Project closeout. Provide protection for all aspects of the Work whether temporary or permanent. Provide all materials and equipment required to protect the Work. No additional payment will be made by Owner for providing protective measures or for any damage resulting from said flows. All damage from said flows shall be completely replaced in accordance with the Contract Documents at no additional cost to Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 71 00
MOBILIZATION**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Organization and mobilization of the forces.
- B. Transporting construction plant and equipment to the jobsite and setting up of same.
- C. Transporting various tools, materials, and equipment to the jobsite.
- D. Erection of temporary buildings and facilities as required for field offices, staging, storage, and construction operations.

1.2 PAYMENT FOR MOBILIZATION

- A. Payment for mobilization shall be as described in Section 01 20 00 – Measurement and Payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Mobilization shall include the following principal items:
 - 1. Provide all required insurance certificates and bonds.
 - 2. Move onto the site, or portion of site as available, of all plant and equipment required for first month's operations including office and storage trailers.
 - 3. Install temporary construction power, wiring, and lighting facilities.
 - 4. Develop construction water supply.
 - 5. Provide all on-site communication facilities, including telephones, cordless phone antenna, and radio pagers.
 - 6. Provide on-site sanitary facilities and potable water facilities.
 - 7. Arrange for and erection of work and storage yard.
 - 8. Construct and implement security features and requirements complying with Section 01 31 30 – Safety and Security Program.
 - 9. Obtain all required permits.
 - 10. Post all OSHA required notices and establish safety programs.
 - 11. Provide Superintendent at the job site full time.

3.2 SUBMITTAL REQUIREMENTS

- A. The following submittals are due by the day indicated and must be approved by Owner as a condition precedent to completion of mobilization.

No.	Submittal	Specification Section
1.	Quality Assurance / Control Plan	01 45 00
2.	Mobilization Plan	01 71 00
3.	Safety Program	01 31 30
4.	List of Permits and Licenses	01 41 26
5.	Schedule of Submittals	01 33 20

3.3 MOBILIZATION PLAN

- A. Within 15 Days after receipt of the Notice to Proceed, submit a mobilization plan to Engineer for approval, which shall include a breakdown showing the estimated value of each component of mobilization as described in paragraphs 3.1 and 3.2 herein.
- B. Include a bar chart schedule showing each item of mobilization listed in paragraphs 3.1 and 3.2 herein and include scheduled start date, finish dates, and total duration. The plan shall also list each activity to be initiated in the first 90 Days following Notice to Proceed, complete, with scheduled start date, finish date, and total duration.

END OF SECTION

**SECTION 01 71 50
PROTECTION AND RESTORATION OF EXISTING FACILITIES**

GENERAL

- A. Protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, in accordance with the Contract Documents.
- B. Call Blue Stakes before commencing any digging for location of underground utility lines and cable locations. The number is 811 or (801) 208-2100.
- C. Provide temporary 6-foot chain link fencing panels for protection of all open excavations and trenches within public streets, residential areas, and all other locations except for unimproved open areas where excavations and/or pipeline trenches that can be safely sloped in accordance with current OSHA standards to provide safe access without the use of shoring devices. Temporary fencing panels shall fully enclose open excavations and trenches and shall remain in place during all non-working hours.
- D. Provide temporary caps over all large diameter pipe during non-working hours to prevent unauthorized access.

1.2 RIGHTS-OF-WAY

- A. Do not perform any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure. Do not enter upon the rights-of-way involved until notified by Engineer that Owner has secured authority therefore from the proper party.
- B. After authority has been obtained, give said party due notice of intention to begin work, if required by said party, and remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace same.
- C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, Owner will determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by Owner to Contractor so desiring, to the extent, amount, in the manner, and at the times permitted and in full conformance with the conditions of the Contract Documents.
- D. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the Work in the General Conditions of the Contract.

1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. Do not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. Do not begin pavement breaking

or excavation until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Accurately replace survey markers or points disturbed after all street or roadway resurfacing has been completed.

1.4 RESTORATION OF PAVEMENT

- A. General: Replace all paved areas cut or damaged during construction with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing a permit. The pavement restoration requirement to match existing sections applies to all components of existing sections, including sub-base, base and pavement. Conform temporary and permanent pavement to the requirements of the affected jurisdictional agency. Neatly saw cut pavements, which are subject to partial removal, in straight lines. Refer to Division 32 for specific pavement restoration requirements.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, saw cut back and trim the edge to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement. Refer to plans for minimum dimension of T-patch replacement width over disturbed pipeline trenches in paved areas.
- D. Pavement Crown: In areas where pipeline trenching impacts an existing crown of asphalt, survey, and submit to Engineer documentation showing the pre-construction location of the crown prior to trenching. Replace the crown of asphalt to its pre-construction location to the satisfaction of the governing agency and Engineer.
- E. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, place suitable temporary sidewalks or roadways promptly after backfilling and maintain them in satisfactory condition for the period fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration. If no such period of time is so fixed, maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- F. Restoration of Curb and Gutter: Wherever curb and gutter, including driveway and sidewalk approaches, have been removed for purposes of construction, replace these improvements following construction to the specific dimension and requirements of the authority having jurisdiction. Replace improvements, including required ADA access details to the latest version of the authoritative standard regardless of their preconstruction condition.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. Protect underground utilities and other improvements, which may be impaired during construction operations, regardless of whether the utilities are indicated on the Drawings. Take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except for utilities specifically located on the Drawings, be responsible for exploratory excavations (potholing) as deemed necessary to determine the exact locations and depths of utilities, which may interfere with the Work. Perform all such exploratory excavations as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Work's progress. When such exploratory excavations show the utility locations as shown on the Drawings to be in error, so notify Engineer. Refer to plans for minimum advance distance that potholing must be performed prior to pipeline trenching work.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. Utilities to be Moved: In case it becomes necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of Contractor, be notified by Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, notify Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- E. Utilities to be Removed: Where the proper completion of the Work requires temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition as found prior to removal.
- F. Owner's Right of Access: Owner and owners of public utilities and franchises reserve right to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- G. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced unless otherwise repaired by the owner of the damaged utility. If the owner of the damaged facility performs its own repairs, reimburse said owner for the costs of repair.
- H. Underground Utilities Not Indicated: In the event of damage to existing utility lines that are not indicated or the locations of which are not made known prior to excavation, make a verbal report of such damage immediately to Engineer and a written report thereof promptly thereafter. Notify the utility owner of the damage. If directed by Engineer, repairs shall be made under the provisions for changes and extra work contained in the General Conditions.

- I. Damages. Costs of locating and/or repairing damage not due to failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such Work will be paid for as extra Work in accordance with the provisions of the General Conditions.
- J. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- K. Fire Hydrants: Keep all fire hydrants and water control valves free from obstruction and available for use at all times.
- L. Maintaining in Service: Unless indicated otherwise, all oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. Be responsible for and repair all damage due to construction operations. The provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- M. Utility Service Laterals: Utility service laterals are not shown on the plans. Anticipate that there are no less service laterals than there are homes where project trenches are located in the vicinity of a street between a home and the utility main. Protect in place, or remove and replace to the satisfaction of the utility owner, all utility service laterals encountered during construction. Duration of utility service outages and public notification procedures shall conform to the standards of the controlling agency and these Contract documents.

1.6 TREES OR SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: Except where trees or shrubs are indicated to be removed, exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits. Do not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or Owner. Trim or replace existing trees and shrubs which are damaged during construction using the services of a certified tree company under permit from the jurisdictional agency and/or Owner.
- B. Trimming; symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Do not use spikes for climbing live trees. Cuts over 1-1/2 inches in diameter shall be coated with a tree paint product that is waterproof, adhesive, and elastic, and free from kerosene, coal tar, creosote, or other material injurious to the life of the tree.
- C. Replacement: Immediately notify the jurisdictional agency and/or Owner if any tree or shrub is damaged by construction operations. If, in the opinion of said agency or Owner, the damage is such that replacement is necessary, replace the tree or shrub at no additional expense to Owner. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a

small size, the pay to the owner of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional agency or Owner. The size of the tree or shrub shall not be less than 1-inch diameter nor less than 6 feet in height. Planting of replacement trees and shrubs shall be in accordance with the recommendations of the nursery furnishing the plants. Unless otherwise indicated, water and maintain the replacement trees and shrubs for 6 months after planting.

1.7 LAWN AREAS

- A. Repair lawn or landscaped areas damaged during construction to match the pre-construction condition to the satisfaction of the landowner and Owner. Use high quality sod to restore all lawn areas. Location and quality of irrigation system equipment shall be confirmed prior to construction. Where lawn irrigation systems have been removed or damaged during construction, be responsible for replacement of systems in kind to the satisfaction of the landowner. Anticipate that pressurized irrigation systems are present in all maintained lawn areas that will be impacted by construction. Verify proper operation of the irrigation system with landowner as required for maintenance of newly installed sod prior to transferring of watering responsibilities.

1.8 UNIMPROVED AREAS

- A. Remove and stockpile topsoil prior to construction in accordance with Division 31 specifications. Replace topsoil prior to restoration of unimproved areas.
- B. Unimproved areas, including unclassified open spaces, fields, and unimproved rights-of-way, damaged during construction shall be repaired to match pre-construction conditions to the satisfaction of the land owner and Owner. At a minimum, unimproved areas shall be smoothed and finished graded with topsoil to match preconstruction topography, and reseeded using a native seed mix acceptable to the land owner and Owner.
- C. All slopes greater than 2H : 1V shall be protected with erosion control matting prior to reseeded.

1.9 OTHER SURFACE IMPROVEMENTS

- A. Conduct a pre-construction survey of all properties that will be impacted by construction operations. All improvements that have the potential to be impacted by construction, including but not limited to fencing, landscaping, boulders, retaining walls, irrigation systems, and other public and/or private improvements, shall be protected in place, or if necessary, removed and replaced with like kind or better quality following construction.
- B. Work that will impact residential properties shall be subject to the notification and coordination requirements of Section 01 71 40 – Public Information Program.

1.10 NOTIFICATION BY CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, notify the owners or agencies responsible for

such facilities not less than three days nor more than seven days prior to excavation so that a representative of said owner or agencies can be present during such Work if they so desire.

- B. When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- C. Contact, cooperate with, and provide written notice (including Contractor's phone number) at least seven days prior to beginning Work on each street. The written notice shall include the approximate schedule and explanation of Work and shall be given to each homeowner, business, all emergency agencies, schools, and residents, which will be affected by the project; particularly in reference to temporary interruptions to vehicular access. At least twenty-four hours prior to initiation of Work, provide a second notice to confirm the scope of scheduled Work. Submit a copy of the notifications to Engineer, for approval, prior to the start of construction. Make verbal door-to-door communication prior to construction to remind all affected parties of the construction to take place. In addition, be responsible to answer and resolve any conflicts that may arise between a homeowner or business owner and the construction personnel.
- D. Refer to Section 01 71 40 - Public Information Program for detailed notification requirements and general responsibilities regarding public information.

PRODUCTS (NOT USED)

EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 77 00
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contract closeout, including final cleaning, preparation, and submittal of closeout documents, warranties and bonds, and final completion certification.
- B. Closeout submittals and submittal forms in both hard copy and electronic format.

1.2 SUBMITTALS

- A. Closeout Documents: Submit the following closeout documents prior to making a written request for Final Completion.
 - 1. Project record drawings and documents per Section 01 78 39 – Project Record Documents.
 - 2. Shop drawings.
 - 3. Keys and keying schedule.
 - 4. Post construction survey record documents, where required.
 - 5. Quality Control reports per Section 01 45 00 – Quality Control.
 - 6. Final Operation and Maintenance Manuals.
 - 7. Maintenance stock items; spare parts and special tools.
 - 8. Written warranties and bonds where required.
 - 9. Bonds for roofing or maintenance, if indicated.
 - 10. Access Badges and Parking Permits.
 - 11. Release of liens or release of claims forms submitted by all subcontractors and suppliers, if requested by Owner
- B. Evidence of Compliance With Inspections and Other Requirements of Governing Authorities: Submit the following:
 - 1. Special Inspection Reports.
 - 2. Certificate of Occupancy, if applicable.
 - 3. Release from each affected property owner or agency indicating final acceptance.
- C. Operation and Maintenance Manuals
 - 1. One percent of the contract price will be withheld from any monies due as progress payments, if at the 75 percent construction completion point, the approved *Operations and Maintenance Manual* complying with Section 01 33 20- Contractor Submittals has not been submitted. The aforementioned amount will be withheld by Owner as the agreed, estimated value of the approved *Operations and Maintenance Manuals*. Any such retention of money for failure to submit the approved *Operations and Maintenance Manuals* on or before the 75 percent construction completion point shall be in addition to the retention of any payments due under General Conditions of the Contract.

- D. Final Change Order: A final Change Order shall be submitted and processed if required. Final payment and close-out procedures shall comply with requirements of the Contract Documents.

1.3 CLOSEOUT TIMETABLE

- A. Establish dates for equipment testing, acceptance periods, and on-site instructional periods as required under the Contract Documents. Such dates shall be established not less than one week prior to beginning any of the required activities, to allow Owner, Engineer, and their authorized representatives sufficient time to schedule attendance at such activities.

1.4 COMPLETION PROCEDURES

- 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. Prior to making such request, the following must be complete:
 1. Work necessary for the safe, proper, and complete use or operation of the facility as intended.
 2. Punch list of items remaining to be completed, for submission with the request for issuance of a Certificate of Substantial Completion.
 3. Submit and receive acceptance of accurate record drawings for all work completed to date.
 4. Submit and receive acceptance of all specified warranties, bonds, guarantees and operation and *Operations and Maintenance Manuals*.
 5. Complete all required vendor training, testing, and where required, start-up.
 6. Deliver all required spare parts, maintenance stock items, and special tools.
 7. Complete equipment and communications system testing successfully.
- B. Upon receipt of the request, Engineer and designated representatives will review the request, the Work, and the above requirements to determine whether Substantial Completion has been achieved. If this review fails to support Substantial Completion, Engineer will notify Contractor in writing citing the reasons for rejection. If Engineer determines that Substantial Completion has been achieved, the following procedures will be followed:
 1. Engineer, his/her representative, and user representatives will review the Work and the punch list to assure all deficiencies are noted on a final punch list.
 2. Engineer will schedule and conduct a pre-final walk-through of the facility with representatives of Owner, Engineer, Contractor, and others, for the purpose of formally reviewing the Work, the final punch list, and the readiness of the Work for use. A copy of the final punch list will be furnished to all participants and any additional items noted during the walk-through will be added to the list.
 3. Upon completion of the pre-final walk-through, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion as the date of the walk-through, provided the walk-through has verified that the Work is in fact ready for use and occupancy by Owner for its intended purpose. Engineer will attach to the certificate a punch list of items to be completed or corrected before final payment. In accordance with the General Conditions of the Contract, upon approval of this request by Owner, the facility will be considered Substantially Complete.

- C. When Contractor deems that the entire Work or an agreed portion thereof is complete, Contractor shall notify Engineer and Owner in writing that the entire Work is complete. Final Completion will be deemed to have occurred when Work is completed including the following:
1. All final punch list items have been corrected, signed off by Contractor and Engineer, and demonstrated to Owner during a final walk-through.
 2. All updates to record drawings, and *Operations and Maintenance Manuals* have been made.
 3. Demobilization and site cleanup are complete.
 4. Facilities and/or equipment have been properly demonstrated to be functioning as required.
 5. Owner has received releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
 6. New permanent cylinders and key blanks for all locks have been provided to Owner.
- D. Final Inspection and Payment
1. When all items have been completed or corrected, Engineer, Contractor, and Owner will promptly make a final inspection to verify completion. Final payment and Engineer's *Notice of Acceptability* will then be processed in accordance with the General Conditions of the Contract.
- E. Partial Utilization may be desired at Owner's option, as described in the General Conditions. If Partial Utilization is requested, the same procedure for completion of that portion of the Work as indicated in paragraphs A and B above, will be used.

1.5 CLOSE-OUT PROCEDURE

- A. Engineer and Contractor shall meet and resolve all outstanding issues including, but not limited to:
1. Claims and adjustments for time or costs
 2. Outstanding, unused allowances
 3. Procedures for handling warranty issues.
- B. A Final Change Order shall be processed if required. Final payment and close out procedures shall comply with all requirements of the Contract Documents.

1.6 MAINTENANCE AND GUARANTEE

- A. Comply with the maintenance and guarantee requirements contained in General Conditions of the Contract.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless Contractor has obtained a statement in writing from the affected private authority or public agency releasing Owner from further responsibility in connection with such repair or resurfacing. Submit such release(s) to Engineer.

- C. Make all repairs and replacements promptly upon receipt of written order from Owner. If Contractor fails to make such repairs or replacements promptly, Owner reserves the right to do the Work and Contractor, and his surety shall be liable to Owner for the cost thereof.

1.7 BOND

- A. Furnish a Performance Bond as required by General Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Certificate of Final Completion of the Work by Owner will be withheld until requirements for final cleanup of the Project Site are complete as follows:
 1. Perform final cleaning prior to inspections for final acceptance.
 2. Employ skilled workers who are experienced in cleaning operations.
 3. Use cleaning materials that are recommended by manufacturers of surfaces to be cleaned.
 4. Avoid scratching, discoloring, and otherwise damaging surfaces being cleaned.
 5. Clean roofs.
 6. Broom clean and power wash exterior paved surfaces and rake clean other surfaces of sitework. Police yards and grounds to keep clean.
 7. Remove dust, cobwebs, and traces of insects and dirt.
 8. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, fixtures, and Equipment.
 9. Remove nonpermanent protection and labels.
 10. Polish finish hardware.
 11. Wash and shine mirrors.
 12. Polish glossy surfaces to clear shine.
 13. Clean ducts, blowers, and coils when units were operated without filters during construction.
 14. Clean light fixtures and replace burned-out or dim lamps.

3.2 WASTE DISPOSAL

- A. Remove temporary structures and facilities and arrange for and dispose of surplus materials, waste products, and debris as follows:
 1. Prior to making disposal on private property, obtain written permission from owner of such private property.
 2. Do not fill ditches, washes, or drainage ways which may create drainage problems.
 3. Do not create unsightly or unsanitary nuisances during disposal operations.
 4. Maintain disposal site in safe condition and good appearance.
 5. Complete leveling and clean-up prior to final acceptance of the Work.

3.3 TOUCH-UP AND REPAIR

- A. Touch up or repair finished surfaces on structures, equipment, fixtures, and installations that have been damaged prior to inspection for final acceptance.
- B. Refinish or replace entire surfaces that cannot be touched-up or repaired satisfactorily.

3.4 DEMOBILIZATION

- A. Demobilization shall include moving plant and equipment, field trailers, construction materials, debris, and so forth from the Site as well as performing final cleanup.
 - 1. Disturbed areas shall be restored to their original state or better.
 - 2. Permanent improvements damaged during construction operations shall be repaired or replaced at no additional cost to Owner.
 - 3. Remove all equipment, materials, waste, and debris from the site and restore site to original condition upon completion of construction.
 - 4. The work area shall be restored to its original or better condition and shall be inspected and approved by Engineer.

END OF SECTION

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SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Maintain at the Site for Owner, one record copy of the Drawings, Specifications, Operation and Maintenance manuals, coordination drawings, and Shop Drawings that are clearly marked with a red pen to indicate all changes and or revisions resulting from, but not limited to, the following:
 - 1. Actual Project as constructed.
 - 2. Addenda.
 - 3. Change Orders and other modifications.
 - 4. Engineer's instructions.
 - 5. Field revisions.
 - 6. Requests for Information (RFI).
 - 7. All other changes.
- B. Give special attention to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings.
- C. Record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work, as actually constructed.
- D. Section Includes:
 - 1. Maintenance of Documents and Samples
 - 2. Marking Devices.
 - 3. Recording.
 - 4. Close-out Submittal Delivery.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- B. Store documents and samples in field office apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Provide locked cabinet or secure storage space for storage of samples.
- E. Maintain documents in clean, dry, legible condition and in good order. Keep record documents separate from those used for construction.
- F. Always make documents and samples available for reference by Engineer and Owner.
- G. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information

describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

- H. During progress meetings, record documents may be reviewed to ascertain that changes have been recorded.
- I. Updated Drawings, when provided by Engineer, will be substituted for the hand markups provided Contractor prints the applicable Drawings and inserts them into the record set each month.
- J. Copies of the record drawings will be audited regularly by Engineer after the month in which the Notice to Proceed is given as well as on completion of the Work. Failure to properly maintain record drawings in a up-to-date condition may result in the withholding of payments due at the sole discretion of Owner.

1.3 MARKING DEVICES

- A. Use a red color pen for recording all information to all documents defined herein.

1.4 RECORDING

- A. Label each document "CONFORMING TO CONSTRUCTION RECORD" in neat large red printed letters.
- B. Record information concurrently with construction progress, at the time the material or equipment is installed. Do not conceal any work until required information is recorded.
- C. Drawings shall be legibly marked to record actual construction per the following:
 - 1. Record actual depths of various elements of foundations in relation to finish first floor datum.
 - 2. Record actual as-built depths, horizontal and vertical location, (at every direction change and a maximum of 100 feet intervals on straight runs), of underground pipes, duct banks, and other buried utilities. Reference horizontal location to Project coordinate system and vertical elevations to Project datum.
 - 3. Identify and record specific details of pipe connections, location of existing buried features and utilities located during excavation, and the final locations of piping, equipment electrical conduits, manholes, and pull boxes (horizontal coordinates and vertical elevation).
 - 4. Identify and record location of spare conduits including beginning, ending, and routing through pull boxes, and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.
 - 5. Record actual schedules, lists, layout drawings, and wiring diagrams.
 - 6. Record field changes of dimension and detail.
 - 7. Record changes made by instruction from Engineer or by Change Order.
 - 8. Record details not on original Contract Drawings.
- D. Specifications and Addenda shall be legibly marked to record:
 - 1. Manufacturer, trade name, catalog number, and supplier for each product and item of equipment installed.
 - 2. Changes made by instruction from Engineer or by Change Order.

- E. Record potholing data and installation of marker balls.
 - F. All surveying for record documents shall be performed by a licensed surveyor.
- 1.5 CLOSEOUT SUBMITTALS
- A. At Contract closeout, deliver complete record documents to Engineer as required in Section 01 77 00 - Project Closeout. Final payment will not be acted upon until the record drawings have been prepared and delivered to Engineer.
 - B. The information submitted will be incorporated by Engineer into final drawings to be provided to Owner. Be responsible for the accuracy of submitted construction information. Engineer will assume that the information provided by Contractor is correct and faithfully represents actual construction.
 - C. This submittal shall include the record paper set along with 2 CDs. Each CD shall contain .pdf files and .dwg files of each drawing.
 - D. Prepare submittal with transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record as-built document.
 - 5. Signature of Contractor's authorized representative and a statement that certifies that the record documents are accurate and reflect what was installed during construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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**SECTION 03 30 53
MISCELLANEOUS CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including forms, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 REFERENCES

- A. American Concrete Institute (ACI) standards, most recent editions:

ACI 117 Specifications for Tolerances for Concrete Construction and Materials

ACI 301 Specifications for Structural Concrete

ACI 305R Hot Weather Concreting

ACI 306R Cold Weather Concreting

ACI 315 Details of Concrete Reinforcement

ACI 318 Building Code Requirements for Reinforced Concrete

ACI 347 Formwork For Concrete

- B. American Welding Society (AWS):

D1.4 Structural Welding Code – Reinforcing Steel

- C. ASTM International (ASTM) standards, most recent editions:

ASTM A82 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

ASTM A185 Standard Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement

ASTM A497 Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete

ASTM A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM A706 Standard Specification for Low Alloy Steel Deformed Bars for Concrete Reinforcement

ASTM A775	Standard Specification for Epoxy-Coated Reinforcing Steel Bars
ASTM C31	Standard Specification Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specifications for Concrete Aggregates
ASTM C39	Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143	Standard Test Method for Slump of Hydraulic Cement Concrete
ASTM C156	Standard Test Method for Water Loss [from a Mortar Specimen] Through Liquid Membrane-Forming Curing Compounds for Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C920	Standard Specification for Elastomeric Joint Sealants
ASTM C1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation

- | | |
|-------------|---|
| ASTM D1751 | Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) |
| ASTM D1752 | Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction |
| ASTM D 4397 | Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications |
| ASTM E1745 | Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs |
- D. Concrete Reinforcing Steel Institute (CRSI) standards, most recent editions:
Manual of Standard Practice
- E. Federal Specifications, most recent editions:
UU-B-790A Building Paper, Vegetable (Kraft, Waterproofed, Water Repellent and Fire Resistant)
- F. U. S. Army Corps of Engineers standards, most recent editions:
CRD-C 572 PVC Waterstops

1.3 SYSTEM DESCRIPTION

- A. The Contractor shall be responsible for the design, engineering, construction, maintenance, and safety of all falsework, including staging, walkways, forms, ladders, and similar appurtenances, which shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, and the requirements specified herein.

1.4 SUBMITTALS

- A. Submit in accordance with Section 01 33 20 – Submittal Procedures.
- B. Submit details of the concrete reinforcement steel and concrete inserts as soon as possible after receipt of the Notice to Proceed.
- C. Include, but not limit to, the following:
1. Complete bar schedule, bar details and erection drawings to conform to ACI 315.
 2. Each type of bar marked with identification corresponding to identification tag on bar.
 3. Length, type, and location of all splices.
 4. Erection drawings shall be clear, easily legible and to a minimum scale of:
 - a. 1/4 inch = 1 foot.
 - b. 1/8 inch = 1 foot if bars in each face are shown in separate views.
 5. Size and location of openings.

D. Do not use Contract Documents as erection drawings.

1.5 QUALITY ASSURANCE

- A. Ready mix concrete manufacturer qualifications: Concrete producer shall be a firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94 requirements for production facilities and equipment.
- B. Perform work in accordance with ACI 301 and the applicable referenced documents.
- C. Welders' Certificates: When welding of reinforcing steel is proposed, submit welders' certificates certifying welders employed on the Work and verifying AWS qualification within the previous 12 months. All welding to be performed in accordance with AWS D1.4.
- D. Conform to ACI 305R and/or ACI 306R when concreting during hot or cold weather as appropriate.

PART 2 - PRODUCTS

2.1 FORMWORK

- A. Conform to ACI 301, ACI 318, and ACI 347, using plywood or metal forms.
- B. Plywood forms: Douglas Fir or Southern Yellow Pine species; solid one side or high density overlaid one side; sound, undamaged sheets designed to support weight of concrete with minimum deflection.
- C. Steel forms: Stiffened to support weight of concrete with minimum deflection.
- D. Glass fiber reinforced resin type: Preformed shape, stiffened to support weight of concrete with minimum deflection.
- E. Tubular column type: Round, spirally wound, laminated fiber material, surface treated with release agent; non-reusable, of sizes indicated.
- F. Form ties: Removable or snap-off metal of fixed length, leaving no metal within 1 inch of finished surface.
- G. Form release agent: Colorless mineral oil that will not stain concrete or absorb moisture.

2.2 STEEL REINFORCEMENT

- A. Reinforcing steel: ASTM A615, Grade 60, deformed billet steel bars, uncoated finish.
 - 1. When shown on Drawings, supply epoxy coated bars in accordance with ASTM A775.
 - 2. Plain-steel wire: ASTM A82 as drawn.
 - 3. Plain steel welded wire reinforcement: ASTM A185, fabricated from as-drawn steel wire into flat sheets.
 - 4. Deformed-steel welded wire reinforcement: ASTM A497, flat sheet.
 - 5. Tie wire: Minimum 16 gage annealed type.

6. Chairs, bolsters, bar supports and spacers: Sized and shaped for strength and support of reinforcement during concrete placement.

B. Welding reinforcing steel: When welded reinforcing steel is called for on the Drawings or in these Specifications, provide per ASTM A706.

2.3 CONCRETE MATERIALS

A. Blended Hydraulic Cement: Comply with ASTM C595, Type IL (10) (MS), grey color.

1. Cement shall not contain more than 0.60 percent equivalent alkalis.
2. Limestone content is limited to 10 percent.
3. Single brand of cement used throughout Work; brand approved by Engineer.

B. Fly ash: ASTM C618, Class F including supplementary optional requirements relating to reactive aggregates and alkalis, and loss on ignition (LOI) not to exceed 5 percent.

1. Maximum of 25 percent replacement at 1.0 pounds of fly ash per pound of cement replaced.

C. Coarse aggregate: ASTM C33,

1. Graded Size No. 67.
2. Obtain coarse aggregates from sources approved by Engineer.

D. Fine aggregate: ASTM C33

1. Fineness Modulus: Not over 3.00.
2. Obtain fine aggregates from sources approved by Engineer.

E. Lightweight aggregates: Not permitted unless specifically allowed by Engineer.

F. Water

1. Clean and not detrimental to concrete; potable.
2. Conform to ASTM C94.

2.4 ADMIXTURES

A. Air entrainment: ASTM C260.

B. Water reducing: ASTM C494, Type A.

C. Water reducing and retarding: ASTM C494, Type D.

D. Water reducing and accelerating: ASTM C494, Type E.

E. Water reducing, high range plasticizer: ASTM C494, Type F.

F. Do not use calcium chloride.

G. Pigments for underground conduit banks: Pigment shall be added to concrete encasing electrical duct banks as required by Rocky Mountain Power Company.

2.5 RELATED MATERIALS

A. Waterstops, plastic serrated type.

1. Extruded elastomeric polyvinyl chloride compound: containing plasticizers, resins, stabilizers, and other materials necessary to meet requirements of Specifications.
 - a. Provide manufacturer's factory fabrications for intersections, transitions, and changes of direction.
 - a. In accordance with Specification CRD-C572.
 - b. Style:
 - 1) Centerbulb, 7/8-inch OD, 6 inches long.
 - 2) Flat Strip, 6 inches long unless noted otherwise.
 - 3) Split Rib, as shown on Drawings, used only when specifically approved for application.

B. Waterstops, plastic adhesive type.

1. Non expansive plastic adhesive strip type manufactured solely for the purpose of preventing water from passing through construction joints.
 - a. Synko Flex, as manufactured by Henry Co. or Engineer approved equal.

C. Bonding agent: Polymer resin emulsion acceptable to Engineer.

D. Bond breaker: VOC compliant, water or solvent based membrane forming, reactive bond breaker.

E. Vapor barrier: Multi-ply reinforced polyethylene sheet, ASTM E1745, Class C, not less than 7.8 mils thick or polyethylene sheet, ASTM D4397, not less than 15 mils thick.

F. Grout: Premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents, capable of minimum compressive strength of 2500 psi in 3 days and 6000 psi in 28 days.

G. Construction joints: Locate and install construction joints that are not shown on Drawings so as not to impair strength of concrete, and as acceptable to the Engineer.

H. Premolded joint filler:

1. Provide expansion joints in concrete construction in locations shown on Contract Drawings.
2. Expansion Joint Filler: Preformed, non-extruding, resilient type, constructed of cellular neoprene sponge rubber, extending full thickness of slab, in accordance with ASTM D1751 or ASTM D1752, Type I.

I. Expansion joints: Locate and install where shown on the Drawings.

J. Joint sealant: 2-component polyurethane conforming to ASTM C920.

2.6 CURING MATERIALS

A. Water: Clean and potable.

- B. Polyethylene sheet for use as concrete curing blanket shall be white and shall have a nominal thickness of 6 mils. The loss of moisture when determined in accordance with the requirements of ASTM C156 shall not exceed 0.055 grams per square centimeter of surface.
- C. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, having a nominal thickness of 2 mils and permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A (1) (2). The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.
- D. Polyethylene-coated burlap for use as concrete curing blanket shall be 4 mils thick, white opaque polyethylene film impregnated or extruded into one side of the burlap. Burlap shall weigh not less than 9 ounces per square yard. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.
- E. Evaporation retardant to provide thin continuous film over freshly placed flatwork concrete to prevent rapid moisture loss before finishing.
 - 1. Membrane Curing Compound (with fugitive dye added): ASTM C309, Type 1-D, Class B. Sodium silicate compounds shall not be allowed.

2.7 CONCRETE MIXTURES

- A. Normal-weight concrete: Select proportions for normal-weight concrete in accordance with ACI 301 using either the “statistical method” or the “trial batch method”.
 - 1. “Statistical method” is preferred with a minimum of 30 tests acceptable to the Engineer.
 - 2. If “trial batches” are used to verify the mix design strength, the proposed mix design shall achieve an average compressive strength of 1200 psi in excess of strengths given in table below.
- B. Concrete strength, cement content and slump per the following table:

Type of Construction	Compressive Strength (psi)	Aggregate Gradation (ASTM C33)	Slump in Inches (Max.)	Max W/C Ratio (by Weight)
Structure walls and top slabs.	4,500	#57 (1")	4	0.42
Structure footings; foundations and bottom slabs.	4,500	#467 (1-1/2")	4	0.42
Reinforced concrete encasements; thrust blocks	4,000	#467 (1-1/2")	4	0.50
Site Slabs; Curb and gutter	4,000	#57 (1")	4	0.50
Lean Concrete	3,000	#467 (1-1/2")	5	0.60
Site underground conduit banks: Min. 3 lbs. red pigment/sack cement	3,000	#8 (3/8")	5	0.60

1. Slump as shown above shall be plus or minus 1 inch.
2. Minimum cement content:
 - a. Reinforced Concrete: Six sacks of Portland Cement per cubic yard.
 - b. Unreinforced Concrete: Five sacks of Portland Cement per cubic yard.
3. Air content: Provide air entrainment resulting in a total air content of 5 to 7 percent for all types of construction.
 - a. Air content to be measured in accordance with ASTM C231, ASTM C173, or ASTM C138.
 - b. Air may be omitted from interior slabs to be trowel finished.

2.8 CONCRETE MIXING

- A. Measure, batch, mix, and deliver concrete according to ASTM C94 and furnish batch ticket for each truck delivered.
 1. Deliver and place concrete within 90 minutes from the time the water is added to the mix.
 2. When ambient air temperature is above 90 degrees F, reduce delivery and placement time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

- A. Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. Surface shall be free from standing water, mud and debris at the time of placing concrete.
- B. Provide slabs and beams of minimum indicated depth when sloping foundation base slabs or elevated floor slabs to drains.
 1. For slabs on grade, slope top of subgrade to provide floor slabs of minimum uniform indicated depth.
 2. Do not place floor drains through beams.
- C. Unless otherwise indicated, provide exterior corners in concrete members with 3/4-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise indicated.

3.2 FORMWORK

- A. Verify lines, levels, and measurement before proceeding with formwork.
- B. Hand trim sides and bottom of earth forms. Remove all loose soil.
- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces will receive special finishes or applied coatings that may be affected by the agent.

- E. Coordinate work of other trades in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

3.3 WATERSTOPS

A. Preparation

1. Uncoil waterstop minimum of 24 hours prior to installation for ease of handling and fabrication.
2. Position waterstop to ensure proper distance from steel reinforcing bars and to prevent rock pockets and honeycomb.
3. Clean concrete joint and waterstop after first pour to remove debris and dirt.

B. Installation

1. Position waterstop across joints as specified herein and as indicated on Drawings.
2. Center waterstops on joint unless shown otherwise.
3. When centerbulb is present at moving joints, ensure that it is not embedded.
4. All waterstops fully continuous for the extent of the joint.
5. Splice waterstops by heat sealing the adjacent waterstop edges together with a thermoplastic splicing iron specifically designed for waterstop welding. The spliced area, when cooled, must show no signs of separation, holes, or other imperfections when bent by hand in as sharp an angle as possible.
6. Secure plastic serrated waterstop in correct position before concrete placement with hog rings and wire to adjacent reinforcing steel at 12-inch maximum spacing. Center-to-center spacing may be increased upon written request and approval of Engineer.
7. Take suitable precautions and means to support and protect waterstops during the progress of the work.
8. Carefully place concrete without displacing waterstop from proper position.

3.4 VAPOR BARRIER

- A. Except where membrane waterproofing is required, place interior concrete slabs on a continuous vapor barrier
- B. Place 2" of fine granular fill over the vapor barrier to act as a blotter for the concrete slab.
- C. Lap joints minimum of 6 inches and seal with a compatible pressure-sensitive tape
- D. Patch punctures and tears before placing sand blotter or concrete.

3.5 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 1. Do not cut or puncture vapor barrier if used.

3.6 CONCRETE PLACEMENT

- A. Notify Engineer a minimum of 24 hours prior to commencement of concreting operations.

- B. Before placing new concrete on or against concrete which has set, existing surfaces shall be roughened and cleaned free from all laitance, foreign matter, and loose particles.
- C. Place concrete in accordance with ACI 301.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301. In no case shall water be added to exceed the specified water-cement ratio of the mix.
- E. Conform to ACI 305R when concreting during hot weather.
- F. Conform to ACI 306R when concreting during cold weather.

3.7 FLOOR SLABS

- A. Install control joints in slab by forming or cutting within 4 hours of placement using an early entry saw.
- B. Separate slabs-on-grade from vertical surfaces using full-depth joint filler. Apply joint sealant when shown on Drawings.

3.8 FINISHING FORMED SURFACES

- A. Rough-formed finish: As-cast concrete texture imparted by form facing material with tie holes and defective areas repaired and patched.
 - 1. Remove fins and other projections exceeding 1/2 inch.
 - 2. Apply to concrete surfaces not exposed to view after final grading.
- B. Smooth-formed finish: As-cast concrete texture imparted by form facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - 1. Repair and patch tie holes and defective areas.
 - 2. Remove fins and other projections exceeding 1/8 inch.
 - 3. Apply to concrete surfaces exposed to view or to be covered with a coating or covering material applied directly to concrete.

3.9 FINISHING UNFORMED SURFACES

- A. Steel trowel surfaces at interior floor slabs which are to be exposed.
- B. Steel trowel surfaces that are to receive carpeting, resilient flooring, seamless flooring, thin-set marble, quarry, or ceramic tile.
- C. Wood float surfaces that are scheduled to receive quarry, ceramic tile, or terrazzo tile, with full bed setting system.
- D. Broom finish at exterior concrete slabs, paving, and steps.
- E. Broom or wood float finish at exposed concrete filled pan stair treads.
- F. Floor densifier/sealer:
 - 1. Apply to all exposed concrete floor surfaces.

2. Apply after concrete has cured minimum 7 days.
3. Apply in accordance with manufacturer's recommendations.
4. Keep floors covered and free of traffic and loads for a minimum of 10 days after completion.

3.10 CONCRETE CURING AND PROTECTION

- A. Evaporation retarder.
 1. Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. per hour before and during finishing operations.
 2. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- B. Cure concrete for not less than 14 days after placing.
- C. Leave forms in place at least 14 days, or until concrete has attained specified 28-day strength, unless otherwise approved by Engineer. If forms are allowed to be removed within 14 days of placing concrete, continue curing in accordance with other methods specified herein or as directed by Engineer.
- D. Strictly follow careful procedures for the removal of forms and perform with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted.
- E. Keep encasement concrete, concrete cradles and anchor blocks moist until covered. The surface shall be covered with moist earth not less than 4 hours, or more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.
- F. Concrete slabs may be cured by either of the following two methods:
 1. Method 1:
 - a. After finishing slab, wet surface with a fine spray of water and cover with polyethylene-bonded waterproof paper sheeting.
 - b. Lap sheets 4 inches at sides and ends and seal with adhesive tape to form a continuous watertight joint.
 - c. Weigh sheeting down with wood planks to keep sheeting in contact with concrete.
 - d. Repair or replace sheets immediately if damage occurs.
 2. Method 2:
 - a. Cover concrete with water-saturated polyethylene-coated burlap curing mats and keep continuously wet for curing period.
 - b. Lap sheets 4 inches at sides and ends and seal with adhesive tape to form a continuous watertight joint.
 - c. Weigh sheeting down with wood planks to keep sheeting in contact with concrete.
 - d. Repair or replace sheets immediately if damage occurs.
- G. As an alternate to above referenced curing methods for formed and slab concrete, spray surface with liquid curing compound that does not affect bond of paint to concrete surface.

1. Apply curing compound in accordance with manufacturer's instructions as soon as the concrete has hardened enough to prevent marring on unformed surfaces, and within 2 hours after completion of finish or stripping of forms, if stripped in less than 14 days.
 - a. Maximum coverage rate of 200 square feet per gallon, applied in such a manner as to cover surface with a uniform film to seal thoroughly.
2. Curing vertical surfaces with a curing compound:
 - a. Cover vertical surfaces with a minimum of two coats of the curing compound.
 - b. Apply the first coat of curing compound immediately after form removal. Vertical surface at the time of receiving the first coat shall be damp with no free water on the surface.
 - c. Allow the preceding coat to completely dry prior to applying the next coat.
 - d. Vertical surface is defined as any surface steeper than 1 vertical to 4 horizontal.
3. Curing Compound: As specified herein.
4. Take care to avoid damage to seal during curing period.
5. Repair broken or damaged seals occurring before expiration of curing period by application of additional curing compound over damaged portion.
6. Do not use curing film method where construction joints are to be made.
7. In hot weather, follow curing procedures outlined in ACI 305R.
8. In Cold Weather, following curing procedures outlined in ACI 306R.

3.11 TOLERANCES

- A. Construction Tolerances: Set and maintain concrete forms and perform finishing operations so as to ensure that the completed Work is within the tolerances specified in ACI 117. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown.

3.12 FIELD QUALITY CONTROL

A. General

1. Tests on component materials and for slump, temperature, air content, and compressive strength will be performed as specified herein.
2. The cost of all laboratory tests for qualification of mix designs on cement, aggregates, and concrete, including strength testing will be borne by the Contractor. The cost of all field-testing during construction, including slump, temperature, air, and strength will also be borne by the Contractor. Contractor's testing laboratory shall meet or exceed the requirements of ASTM C1077.
3. Concrete for testing shall be supplied by the Contractor at no additional cost to the Owner, and the Contractor shall assist Engineer in obtaining samples, and disposal and cleanup of excess material.
4. Composite samples of concrete placed in the Work shall be taken in accordance with ASTM C172 from the first placement of each class of concrete and at the following minimum frequency for each class:
 - a. Not less than one sample per day on which concrete it placed.
 - b. Not less than one sample for each 50 cubic yards of concrete placed.
 - c. Not less than one sample for each 5,000 square feet of surface area for slabs or walls.
 - d. Not less than 5 samples from randomly selected batches for the Work.

- B. Slump Tests
 - 1. Perform in accordance with requirements of ASTM C143 at frequency indicated for sampling above.
- C. Temperature Tests
 - 1. Test concrete temperature per ASTM C1064 at frequency indicated for sampling above.
- D. Air Content Tests
 - 1. Test air content per ASTM C231 at frequency indicated for sampling above.
- E. Field Compression Tests
 - 1. Field compression test specimens will be made at the frequency indicated for sampling above.
 - 2. Each set of test specimens will be a minimum of five cylinders.
 - 3. Compression test specimens for concrete shall be made in accordance with ASTM C31. Specimens shall be 6-inch diameter by 12-inch high cylinders.
 - 4. Compression tests shall be performed in accordance with ASTM C 39. One test cylinder will be tested at 7 days and two at 28 days. The remaining cylinders will be held to verify test results, if needed.
- F. Evaluation and Acceptance of Concrete
 - 1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 318 and as specified herein.
 - 2. All concrete which fails to meet the ACI requirements and these Specifications, is subject to removal and replacement at no increase in cost to the Owner.

3.13 APPLICATION OF LOADS

- A. Do not allow traffic, construction equipment, or materials of any kind to be placed on elevated concrete slabs until the concrete has attained a minimum age of 7 days and 80% of the minimum specified 28-day strength as proven by concrete strength tests.
- B. Do not place backfill against cantilevered walls until the concrete has attained a minimum age of 7 days and 100% of the minimum specified 28-day concrete strength as proven by concrete strength tests.
- C. Do not place backfill against walls that are tied to elevated slabs or decks until the both the slabs and walls have attained a minimum age of 7 days and 80% of the minimum specified 28-day strength as proven by concrete strength tests.

END OF SECTION

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**SECTION 31 10 00
SITE PREPARATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section includes all those measures required during the Contractor's initial move onto the site to protect existing fences, structures and associated improvements, streets, and utilities downslope of construction areas from damage due to boulders, trees or other objects dislodged during the construction process: clearing, grubbing and stripping; and regrading of areas to receive embankment fill.
- B. The Contractor is required to protect and preserve all things designated to remain. Where Contractor's operation causes damage or injury to trees and plants designated to remain, an arborist or other qualified professional shall be employed by the Contractor, at no additional cost to the Owner, to repair the damage or provide adequate replacement to the Owner's satisfaction where damage is beyond repair.

1.2 SITE INSPECTION

- A. Prior to moving onto the Project site, the Contractor shall inspect the site conditions and review maps of the existing plant site and off-site pipeline routes and facilities delineating the Owner's property and right-of-way lines.
- B. Contractor shall submit photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site preparation.
- C. The Contractor shall identify and accurately locate utilities and other subsurface structural, electrical, and mechanical conditions. Existing conditions shall be incorporated into the record drawings for the project.

1.3 DEFINITIONS

- A. The following definitions apply to the Work of this Section:
 - 1. Clearing is defined as cutting trees, removing fences and posts, removing curbs and other improvements to prepare the site for grubbing and stripping.
 - 2. Grubbing is defined as the below grade part of clearing to remove roots, small piping, irrigation systems, etc., to prepare the site for stripping.
 - 3. Stripping is defined as removing a surface layer of soil and organic material, sod, topsoil, and other unsuitable material as defined in Section 31 23 00 – Earthwork, to a depth that earthwork can proceed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
 - 1. Employ a qualified arborist, licensed in jurisdiction where project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.3 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.4 PRIMARY PLANT SITE ACCESS

- A. Develop any necessary access to the site, including barrier facilities to be installed at the beginning of construction in order to prohibit entry of unauthorized persons.
- B. Utility Interference: Where existing utilities interfere with the Work of this Section, notify the Engineer and work around the interferences until a directive is issued.

3.5 CLEARING, GRUBBING, AND STRIPPING

- A. All construction areas shall be cleared of grass and weeds to at least a depth of six inches and cleared of structures, concrete or masonry debris, trees, logs, upturned stumps, loose boulders, and any other objectionable material of any kind which would interfere with the performance or completion of the Work, create a hazard to safety, or impair the Work's subsequent usefulness or obstruct its operation. Loose boulders within 10 feet of the top of cut lines shall be incorporated in landscaping or removed from the site. Trees and other natural vegetation outside the actual lines of construction shall be protected from damage during construction, as directed by the Engineer.
- B. Within the limits of clearing, the areas below the natural ground surface shall be grubbed to a depth necessary to remove all stumps, roots, buried logs, and all other objectionable material. Debris or waste shall be totally removed if they are found on the site. All objectionable material from the clearing and grubbing process shall be removed from the site and wasted in approved safe locations in compliance with state and federal regulations.
- C. The area to be affected by construction that have not been pre-excavated to the subgrade elevation shall be removed and placed in the designated stockpile areas, and/or incorporated into landscaped areas or other nonstructural embankments.
- D. For all areas that have not been previously disturbed, including staging areas and temporary construction easements, topsoil-salvaging operation shall immediately follow clearing operations. The area shall be stripped of topsoil to a depth of 8 inches. Unsuitable materials, specified in Section 31 23 00, shall not be considered topsoil. The Contractor shall strip to the depth indicated regardless of the material encountered. All stripped topsoil shall be stockpiled within stripped areas in stockpiles not to exceed 15 feet in height. Vegetation shall be ground or chipped to a mulching consistency and mixed with the stripped soil. Stockpiles shall be placed away from high construction traffic areas and shall be fenced and signed to prevent accidental use as fill prior to topsoil replacement.

- E. Upon completion of Work within the construction areas stripped of topsoil, the stored topsoil shall be respread over the disturbed areas. Topsoil shall be spread in about a 6-inch layer. Respread topsoil shall match the existing terrain as much as possible. Interfaces between restored disturbed areas and undisturbed areas shall be chain dragged to eliminate obvious edges. All tracks and equipment marks shall be chain dragged or hand raked away. Replaced topsoil shall be thoroughly watered for dust control upon completion of the resspreading operations. Once topsoil replacement has been completed, no vehicles or other motorized equipment shall be allowed to travel on the finished surface.
- F. Unless otherwise indicated, native trees larger than three inches in diameter at the base shall not be removed without the Engineer's approval. The removal of any trees, shrubs, fences, or other improvements outside of rights-of-way, if not necessary for the Contractor's choice of means and methods, shall be arranged with the property owner and be removed and replaced at no increased cost to the Owner.
- G. Except in areas to be excavated, holes and other holes resulting from Work of this section shall be backfilled with suitable material in accordance with Section 31 23 00 – Earthwork.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincides with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

**SECTION 31 23 00
EARTHWORK**

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The Contractor shall perform all earthwork indicated and required for construction of the Work, complete and in place, in accordance with the Contract Documents.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

29 CFR 1926	OSHA Safety and Health Regulations for Construction
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM D 422	Method for Particle-Size Analysis of Soils
ASTM D 1556	Test Method for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³) (2,700 kN-m/m ³)
ASTM D 1633	Test Method for Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 2901	Test Method for Cement Content of Freshly Mixed Soil Cement
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D 4253	Test Methods for Maximum Index Density of Soils using a Vibratory Table
ASTM D4254	Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
ASTM D 4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D4832	Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders
ASTM D 5971	Practice for Sampling Freshly Mixed Controlled Low Strength Material (CLSM)
ASTM D 6023	Test Method for Unit Weight, Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low Strength Material (CLSM)
ASTM D 6024	Test Method for Ball Drop on Controlled Low Strength Material (CLSM) to Determine Suitability for Load Application
ASTM D 6103	Test Method for Flow Consistency of Controlled Low Strength Material (CLSM)

1.3 CONTRACTOR SUBMITTALS

- A. The Contractor's attention is directed to the provisions of Subpart P, 29 CFR 1926 of the OSHA Safety and Health Standards for Construction, which relate to protection of employees in excavations. The Contractor shall submit, for information to the Engineer, the project excavation plan and the name of the Contractor's competent person, prior to commencing any excavation.
- B. Submit samples of all materials proposed to be used in the work in accordance with the requirements in Section 01 33 20 - Contractor Submittals. Sample sizes shall be as determined by the testing laboratory.
- C. Submit dewatering and water removal plan prior to performing any dewatering or water removal.

PART 2 - PRODUCTS

2.1 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENTS

- A. General: Fill, backfill, and embankment materials shall be suitable material.
- B. Suitable Materials: Suitable material is defined as selected or processed clean, well graded earth material, sands and gravels free of excessive fines, less than 20 percent rock and boulders larger than 4 inches, grass, roots, brush, vegetation, or other deleterious materials.
- C. Fill and backfill materials within 6 inches of any structure or pipe shall be smaller than 1 inch in any dimension.
 - 1. Suitable materials may be obtained from onsite excavations, may be processed onsite materials, or may be imported. If imported materials are required by this Section or to meet the quantity requirements of the Project, provide the imported materials at no additional expense to the Owner, unless a unit price item is included for imported materials in the bidding schedule. Onsite materials shall be stockpiled and segregated prior to use.

2. The following types of suitable materials are defined:

Type A (Granular Backfill): Crushed rock or gravel, and sand well graded and readily compacted, non-plastic, meeting the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1-inch	100
No. 40	15 - 60
No. 200	0 - 15

Type B (Crushed Rock): Manufactured angular, crushed rock, non-plastic, meeting the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
3/8-inch	100
No. 4	30 - 50
No. 200	0 - 5

Type C (Sand Backfill): Sand non-plastic, meeting the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
3/4-inch	100
No. 4	80 - 100
No. 10	30-50
No. 40	10-30
No. 200	7 - 15

Squeegee is not acceptable as sand backfill.

Type D (Select Backfill): Suitable material that can be readily compacted and meets the requirements of AASHTO M 145 classification A-1-a, non-plastic, well graded with a maximum particle size of 2 inches.

<u>Sieve Size</u>	<u>Percentage Passing</u>
2-inch	100
No. 10	30-50
No. 40	15-30
No. 200	0 - 15

Type E (Pea Gravel Backfill): Crushed rock or gravel with 100 percent passing a 1/2-inch sieve and not more than 10 percent passing a No. 4 sieve.

Type F (Drainrock): Crushed rock or gravel conforming to one of the following gradation requirements, as shown on the Drawings or approved by the Engineer:

<u>Sieve Size</u>	<u>Percentage Passing</u>		
	<u>3-inch Max.</u>	<u>2-inch Max.</u>	<u>3/4-inch Max.</u>
3-inch	100	-	-
2-inch	90 - 100	100	-
1-1/2 inch	70 - 100	90 - 100	-
3/4 inch	0 - 50	0 - 15	100
1/2-inch	-	-	95 - 100

3/8-inch	0 - 10	0 - 5	70 - 100
No. 4	0 - 25	-	-
No. 8	0 - 5	-	-
No. 200	0 - 3	-	0 - 3

Type G (Type II Aggregate Base): Well-graded, clean, hard, tough, durable, and sound mineral aggregates consisting of crushed stone, or crushed gravel, free of organic matter and contamination from chemical or petroleum products meeting State specification requirements and conforming to the following Table and gradations:

Aggregate Properties			
	Aggregate Class		
	A	B	
Dry Rodded Unit Weight	Not less than 75 lb/ft ³		AASHTO T 19
Liquid Limit/Plastic Index	Non-plastic	PI ≤ 6	AASHTO T 89 AASHTO 90
Aggregate Wear	Not to exceed 50 percent		AASHTO T 96
Gradation	Table 2		AASHTO T 11 AASHTO T 27
CBR with a 10 lb surcharge measured at 0.20 inch penetration	70% Minimum	N/A	AASHTO T 193
Two Fractured Faces	50% Min	N/A	AASHTO T 335

<u>Sieve Size</u>	<u>Percentage Passing</u>
1 ½ -inch	100
1-inch	90 - 100
3/4-inch	70 - 85
1/2-inch	65 - 80
3/8-inch	55 - 75
No. 4	40 - 60
No. 16	25 - 40
No. 200	8 - 13

Type H (Graded Drainrock): Graded drainrock shall be crushed rock or gravel, durable and free from slaking or decomposition under the action of alternate wetting and drying. The material shall be uniformly graded and shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1-inch	100
3/4 inch	90 - 100
3/8-inch	40 - 100
No. 4	25 - 40
No. 8	18 - 33
No. 30	5 - 15
No. 50	0 - 7
No. 200	0 - 3

Type I: (Levee Material): Clayey sand to sandy clay obtained from off-site borrow sources or from onsite excavations, processed to the extent required to produce a material with a maximum size of 4 inches, well-graded from coarse to fine, and free from roots, sticks, organic matter, concrete, asphalt and other deleterious material. Levee material shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
4-inch	100
No. 4	50 - 70
No. 200	30 - 50

Type J (Cement-Treated Backfill): Material which consists of Type F material, or any mixture of Types B, C, G, and H materials which has been cement-treated so that the cement content of the material is not less than 5 percent by weight when tested in accordance with ASTM D 2901. The ultimate compressive strength at 28 days shall be not less than 400 psi when tested in accordance with ASTM D 1633.

Type K (Topsoil): Stockpiled topsoil material which has been obtained at the site by removing soil to a depth as defined in Section 31 10 00 - Site Preparation. Removal of the topsoil shall be done after the area has been stripped of vegetation and debris.

Type M (Aggregate Subbase): Crushed rock aggregate subbase material non-plastic that can be compacted readily by watering and rolling to form a stable base. The sand equivalent value shall not be less than 18 and shall meet one of the following gradation requirements, as shown on the Drawings or approved by the Engineer:

<u>Sieve Size</u>	<u>Percentage Passing</u>	
	<u>3-inch Max.</u>	<u>2-inch Max.</u>
3-inch	100 -	
2-inch	90 - 100	100
1-1/2 inch	-	95 - 100
1-inch	70 - 90	-
No. 4	30 - 65	30 - 65
No. 16	15 - 40	15 - 40
No. 200	2 - 12	2 - 12

Type N (trench plug): Low permeable fill material, a nondispersable clay material having a minimum plasticity index of 10.

Type O (Controlled Low Strength Material (CLSM)): CLSM shall consist of a mixture of portland cement, aggregate, fly ash, water, and approved admixtures conforming to the following requirements:

3. Blended Hydraulic Cement: Comply with ASTM C595, Type IL (10) [Select level of sulfate resistance], grey color.
4. Aggregate: Clean imported sand and gravel or selected material from the excavation, imported material, or a combination thereof as approved by the Engineer. Maximum aggregate size shall be 1 to 3 inches. The soluble sulfate content of aggregate in the mixture shall not exceed 0.3 percent by dry weight.

5. Water: Potable quality.
6. Fly Ash: Class C, ASTM C 618 or approved alternate.
7. The minus 200 sieve fraction shall be nonplastic, as defined by ASTM D 4318. By this standard, a soil is considered nonplastic if either the liquid or plastic limit cannot be determined, or if the plastic limit is equal to or greater than the liquid limit.
8. Proportion the CLSM to be a flowable, nonsegregating, self-consolidating low shrink slurry. The Contractor shall determine the materials and proportions used to meet the requirements of these Specifications.
9. The unconfined compressive strength at 7 days shall be a minimum of 100 psi and a maximum of 300 psi. Contractor shall form a minimum of six test cylinders with proposed materials to confirm design strength and mix design. Four of the cylinders shall be broken at 7 days in conformance with applicable concrete cylinder specifications and results provided to Engineer. The remaining two cylinders shall be broken by Contractor at discretion of Engineer. Initial mix design and cylinder breaks shall be completed at least 21 days prior to use of the material on the jobsite. Final mix approval and use of the material shall not occur prior to confirmation of strength by the cylinder breaks.
10. The temperature of the CLSM discharged into the trench shall be below 90 degrees F.
11. CLSM backfill under concrete structures shall be protected during curing as specified Section 03 30 00 - Cast-in-Place Concrete.
12. CLSM shall be tested in accordance with ASTM D 4832, ASTM D 5971, ASTM D 6023, and ASTM D6103

Type P: (Suitable Trench Backfill): Suitable material that can be readily compacted, with less than 35 percent passing the No. 200 sieve and a plasticity index of 10 or less.

2.2 UNSUITABLE MATERIAL

- A. Unsuitable materials include but are not limited to the materials listed below.
 1. Soils which, when classified under ASTM D 2487 - Classification of Soils for Engineering Purposes, fall in the classifications of Pt, OH, CH, MH, or OL.
 2. Soils which cannot be compacted sufficiently to achieve the density indicated for the intended use.
 3. Materials that contain hazardous or designated waste materials including petroleum hydrocarbons, pesticides, heavy metals, slag, and any material which may be classified as hazardous or toxic according to applicable regulations.
 4. Soils that contain greater concentrations of chloride or sulfate ions, or have a soil resistivity or pH less than the existing onsite soils.
 5. Topsoil, except as allowed below.
- B. [All unsuitable excavated material shall be disposed off site.]

2.3 USE OF FILL, BACKFILL, AND EMBANKMENT MATERIAL TYPES

- A. Use the types of materials as designated herein for all required fill, backfill, and embankment construction hereunder.

- B. Where these Specifications conflict with the requirements of any local agency having jurisdiction or with the requirements of a pipe material manufacturer, notify the Engineer immediately. In case of conflict between types of pipe embedment backfills, use the agency-specified backfill material if that material provides a greater degree of support to the pipe, as determined by the Engineer. In case of conflict between types of trench or final backfill types, use the agency-specified backfill material if that material provides the greater in-place density after compaction.
- C. Fill and backfill types shall be used in accordance with the following provisions:
1. Embankment fills shall be constructed of Type P material, as defined herein, or any mixture of Type P and Type A through Type F materials.
 2. Pipe zone backfill, as defined under "Pipe and Utility Trench Backfill" below, shall consist of the following materials for each pipe material listed below.
 - a. Mortar coated pipe, concrete pipe, and uncoated ductile iron pipe shall be provided with Type A or C material in the pipe zone.
 - b. Coal tar enamel coated pipe, polyethylene encased pipe, tape wrapped pipe, and other nonmortar coated pipe shall be backfilled with Type C material in the pipe zone.
 - c. Plastic pipe and vitrified clay pipe shall be backfilled with Type C material in the pipe zone.
 - d. Where pipelines are installed on grades exceeding 4 percent, and where backfill materials are graded such that there is less than 10 percent passing a No. 4 sieve, trench plugs of Type J or N material shall be provided at maximum intervals of 200 feet unless indicated otherwise.
 - e. Type O material shall be used in the pipe zone where shown on plans, specified, or required by the Engineer for special crossings or other locations, or where otherwise approved.
 - f. Type E material will not be allowed for backfill within the pipe zone.
 3. Trench zone backfill for pipelines as defined under "Pipe and Utility Trench Backfill" shall be Type D backfill material.
 4. Final backfill material for pipelines under paved areas, as defined under "Pipe and Utility Trench Backfill" shall be Type G backfill material. Final backfill under areas not paved shall be the same material as that used for trench backfill.
 5. Trench backfill and final backfill for pipelines under structures shall be Type A or B, except where concrete encasement is required by the Contract Documents.
 6. Aggregate base materials under pavements shall be Type G material constructed to the thicknesses indicated. Aggregate subbase shall be Type M material.
 7. Backfill around structures shall be Type P material, or Types A through Type F materials, or any mixture thereof, except as shown.
 8. Backfill materials beneath structures shall be as follows:
 - a. Drainrock materials under hydraulic structures or other water retaining structures with underdrain systems shall be Type H material.
 - b. Under concrete hydraulic structures or other water retaining structures without underdrain systems, Types F, G or H materials shall be used.
 - c. Under structures where groundwater must be removed to allow placement of concrete, Type F material shall be used. Before the Type F material is placed, filter type geotextile fabric shall be placed over the exposed foundation.
 - d. Under all other structures, Type F, G or H material shall be used.

9. Backfill used to replace pipeline trench overexcavation shall be a layer of Type F material with a 6-inch top filter layer of Type E material or filter fabric to prevent migration of fines for wet trench conditions or the same material as used for the pipe zone backfill if the trench conditions are not wet.

2.4 PIPELINE MARKING TAPE

- A. **Metallic Tape:** Tape shall be minimum 5.5 mils thick aluminum foil imprinted on one side, encased in high visibility inert polyethylene jacket. Tape shall be a minimum of 6 inches wide. Imprinted lettering shall be 1 inch tall, permanent black, as indicated. Joining clips shall be manufacturer's standard tin or nickel coated. Tape shall be as manufactured by Reef Industries (Terra "D"), Allen (Detectatape), or equal.
- B. **Plastic Tape:** Tape shall be minimum 4-mil thick polyethylene which is impervious to alkalais acids, and chemicals and solvents which are likely in the soil. Tape shall be a minimum of 6 inches wide and lettering shall be 1-inch tall permanent black on a colored background. Tape shall be manufactured by Reef Industries (Terra Tape), Allen (Markline), or equal.
- C. **Warning Tape:** Warning tape manufactured for marking and identifying underground utilities continuously inscribed with a description of utility, colored as follows:
 1. Red; Electric.
 2. Yellow; Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water Systems.
 5. Green: Sewer Systems.

2.5 MATERIALS TESTING

- A. All soils testing of samples submitted by the Contractor will be done by a testing laboratory of the Owner's choice and at the Owner's expense. At its discretion, the Engineer may request that the Contractor supply samples for testing of any material used in the work.
- B. Particle size analysis of soils and aggregates will be performed using ASTM D 422 - Method for Particle-Size Analysis of Soils.
- C. Determination of sand equivalent value will be performed using ASTM D 2419 - Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
- D. **Unified Soil Classification System:** References in this Section to soil classification types and standards shall have the meanings and definitions indicated in ASTM D 2487. The Contractor shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications.
- E. The testing for chloride, sulfate, resistivity, and pH will be done by a testing laboratory of the Owner's choice and at the Owner's expense.

PART 3 - EXECUTION

3.1 EXCAVATION – GENERAL

- A. General: Except when specifically provided to the contrary, excavation shall include the removal of all materials of whatever nature encountered, including rock and all obstructions of any nature that would interfere with the proper execution and completion of the Work. The removal of said materials shall conform to the lines and grades indicated or ordered. Unless otherwise indicated, the entire construction site shall be stripped of all vegetation and debris, and such material shall be removed from the site prior to performing any excavation or placing any fill. Furnish, place, and maintain all supports and shoring that may be required for the sides of the excavations. Excavations shall be sloped or otherwise supported in a safe manner in accordance with safety requirements of the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).
- B. Maximum Length of Open Trench: The maximum length of open trench in urban and rural areas shall not exceed 500-feet at each pipe installation heading beyond the end of the installed pipeline, or the requirements of the agency with jurisdiction, whichever is lesser.
- C. Construction Delays: In the case of any construction delay in excess of five calendar days, whether Contractor or Owner caused, the Contractor shall backfill the excavation, install temporary paving including temporary traffic markings, and restore traffic to pre-construction condition to minimize disruption to traffic and the community at no additional cost to the Owner.
- D. Removal and Exclusion of Water: Remove and exclude water, including storm water, groundwater, irrigation water, and wastewater, from all excavations. Dewatering wells, well points, sump pumps, or other means shall be used to remove water and continuously maintain groundwater at a level at least 2 feet below the bottom of excavations before the excavation work begins at each location. Water shall be removed and excluded until backfilling is complete and all field soils testing has been completed.

3.2 STRUCTURE, ROADWAY, AND EMBANKMENT EXCAVATION

- A. Excavation Beneath Structures and Embankments: Except where otherwise indicated for a particular structure or ordered by the Engineer, excavation shall be carried to the grade of the bottom of the footing or slab. Where indicated or ordered, areas beneath structures or fills shall be overexcavated. The subgrade areas beneath embankments shall be excavated to remove not less than the top 6 inches of native material and where such subgrade is sloped, the native material shall be benched. When such overexcavation is indicated, both overexcavation and subsequent backfill to the required grade shall be performed. When such overexcavation is not indicated but is ordered by the Engineer, such overexcavation and any resulting backfill will be paid for under a separate unit price bid item if such bid item has been established; otherwise payment will be made in accordance with a negotiated price. After the required excavation or overexcavation has been completed, the exposed surface shall be scarified to a depth of 6 inches, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain 95 percent of maximum density.

- B. Excavation Beneath Concrete Reservoirs: Excavation under reservoirs shall extend to the bottom of the drainrock layer. After such excavation has been completed, the exposed surface shall be rolled with heavy compaction equipment to 95 percent of maximum density and then graded to provide a reasonably smooth surface for placement of the drainrock. Areas under the reservoir upon which fill is to be placed shall be scarified to a depth of 6 inches, brought to optimum moisture content, and compacted to obtain 95 percent of maximum density with moisture content within plus and minus 2 percent of the optimum moisture content.
- C. Excavation Beneath Paved Areas: Excavation under areas to be paved shall extend to the bottom of the aggregate base or subbase, if such base is called for; otherwise it shall extend to the bottom of the paving thickness. After the required excavation has been completed, the top 12 inches of exposed surface shall be scarified, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain 95 percent of maximum density. The finished subgrade shall be even, self-draining, and in conformance with the slope of the finished pavement. Areas that could accumulate standing water shall be regraded to provide a self-draining subgrade.
- D. Notification of Engineer: Notify the Engineer at least 3 days in advance of completion of any structure excavation and allow the Engineer a review period of at least 1 day before the exposed foundation is scarified and compacted or is covered with backfill or with any construction materials.

3.3 PIPELINE AND UTILITY TRENCH EXCAVATION

- A. General: Unless otherwise indicated or ordered, excavation for pipelines and utilities shall be open-cut trenches with widths as indicated.
- B. Trench Bottom: Except when pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe zone. Excavations for pipe bells and welding shall be made as required.
- C. Open Trench: The maximum amount of open trench permitted in any one location shall be [500 feet, or the length necessary to accommodate the amount of pipe installed in a single day, whichever is greater]. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be protected in accordance with Section 01 71 50 – Protection of Existing Facilities. The Contractor shall provide temporary 6-foot chain link fencing panels for protection of all open excavations and trenches within public streets, residential areas, and all other locations with the exception of unimproved open areas where excavations and/or pipeline trenches that can be safely sloped in accordance with current OSHA standards to provide safe access without the use of shoring devices. Temporary fencing panels shall fully enclose open excavations and trenches, and shall remain in place during all non-working hours.
- D. Trench Overexcavation: Where trenches are indicated to be overexcavated, excavation shall be to the depth indicated, and backfill shall be installed to the grade of the bottom of the pipe bedding.
- E. Overexcavation: When ordered by the Engineer, whether indicated on the Drawings or not, trenches shall be overexcavated beyond the depth and/or width shown. Such overexcavation

shall be to the dimensions ordered. The trench shall then be backfilled to the grade of the bottom of the pipe bedding. Overexcavation less than 6 inches below the limits on the Drawings shall be done at no increase in cost to the Owner. When the overexcavation ordered by the Engineer is 6 inches or greater below the limits shown, or wider, additional payment will be made. Said additional payment will be made under separate unit price bid items for overexcavation if such bid items have been established; otherwise payment will be made in accordance with a negotiated price.

- F. Where pipelines are to be installed in embankments, fills, or structure backfills, the fill shall be constructed to a level at least one foot above the top of the pipe before the trench is excavated.
- G. If a moveable trench shield is used during excavation operations, the trench width shall be wider than the shield so that the shield is free to be lifted and then moved horizontally without binding against the trench sidewalls. If the trench walls cave in or slough, the trench shall be excavated as an open excavation with sloped sidewalls or with trench shoring, as indicated and as required by the pipe structural design.

3.4 OVEREXCAVATION NOT ORDERED OR INDICATED

- A. Any overexcavation carried below the grade ordered or indicated, shall be backfilled to the required grade with the indicated material and compaction. Such work shall be performed at no additional cost to the Owner.

3.5 EXCAVATION IN LAWN AREAS

- A. Where excavation occurs in lawn areas, the sod shall be carefully removed, dampened, and stockpiled to preserve it for replacement. Excavated material may be placed on the lawn; provided, that a drop cloth or other suitable method is employed to protect the lawn from damage. The lawn shall not remain covered for more than 72 hours. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced and lightly rolled in a manner so as to restore the lawn as near as possible to its original condition. Provide new sod if stockpiled sod has not been replaced within 72 hours.

3.6 EXCAVATION IN VICINITY OF TREES

- A. Except where trees are indicated to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation by any means previously reviewed by the Engineer.

3.7 BACKFILL – GENERAL

- A. Backfill shall not be dropped directly upon any structure or pipe. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed. Backfill around water retaining structures shall not be placed until the structures have been tested, and the structures shall be full of water while backfill is being placed. Structures shall not be constructed on CLSM backfill until the CLSM has obtained a 7-day minimum cure.

- B. Except for drainrock materials being placed in overexcavated areas or trenches, backfill shall be placed after all water is removed from the excavation, and the trench sidewalls and bottom have been dried to a moisture content suitable for compaction.
- C. If a moveable trench shield is used during excavation, pipe installation, and backfill operations, the shield shall be moved by lifting the shield free of the trench bottom or backfill and then moving the shield horizontally. Do not drag trench shields along the trench causing damage or displacement to the trench sidewalls, the pipe, or the bedding and backfill.
- D. Immediately prior to placement of backfill materials, the bottoms and sidewalls of trenches and structure excavations shall have all loose sloughing, or caving soil and rock materials removed. All materials disturbed from their intact condition that are 4 inches or larger in least dimension or aggregates of soil material thicker than 4 inches shall be removed from the excavation walls and base prior to placing pipe or any backfill material. Trench sidewalls shall consist of excavated surfaces that are in a relatively undisturbed condition before placement of backfill materials.

3.8 PLACING AND SPREADING OF BACKFILL MATERIALS

- A. Backfill materials shall be placed and spread evenly in layers. When compaction is achieved using mechanical equipment, the layers shall be evenly spread so that the depth of each uncompacted layer shall not exceed 8 inches of compacted thickness.
- B. During spreading, each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer. Pipe zone backfill materials shall be manually spread around the pipe so that when compacted the pipe zone backfill will provide uniform bearing and side support.
- C. Where the backfill material moisture content is below the optimum moisture content, water shall be added before or during spreading until the proper moisture content is achieved.
- D. Where the backfill material moisture content is too high to permit the indicated degree of compaction the material shall be dried or mixed with drier material until the moisture content is satisfactory.

3.9 COMPACTION OF EARTH FILL, BACKFILL, AND EMBANKMENT MATERIALS

- A. Each layer of Types A, B, C, G, H, I, and K backfill materials as defined herein, where the material is graded such that at least 10 percent passes a No. 4 sieve, shall be mechanically compacted to the indicated percentage of density. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content.
- B. Each layer of Type E and J backfill materials shall be compacted by means of at least 2 passes from a flat plate vibratory compactor. When such materials are used for pipe zone backfill, vibratory compaction shall be used at the top of the pipe zone or at vertical intervals of 24 inches, whichever is the least distance from the subgrade.
- C. Fill on reservoir and structure roofs shall be deposited at least 30 days after the concrete roof slab has been placed. Equipment weighing more than 10,000 pounds when loaded shall not

be used on a roof. A roller weighing not more than 8,000 pounds shall be used to compact fill on a roof.

- D. Pipe zone backfill materials that are granular, shall be compacted by using vibratory compactors.
- E. Equipment weighing more than 10,000 pounds shall not be used closer to structure walls than a horizontal distance equal to the depth of the fill at that time. Hand operated power compaction equipment shall be used where use of heavier equipment is impractical or restricted due to weight limitations.
- F. Backfill around and over pipelines that is mechanically compacted shall be compacted using light, hand operated, vibratory compactors and rollers. After completion of at least 2 feet of compacted backfill over the top of pipeline, compaction equipment weighing no more than 8,000 pounds may be used to complete the trench backfill.
- G. Compaction Requirements: The following compaction test requirements shall be in accordance with ASTM D 1557, method C. Compaction shall be obtained with the moisture content within plus or minus 2 percent of the optimum moisture content. Where agency or utility company requirements govern, the highest compaction standards shall apply.

Location or Use of Fill	Percentage of Maximum Density
Pipe embedment backfill for flexible pipe	90
Pipe bedding and overexcavated zones under bedding for flexible pipe, including trench plugs	90
Pipe embedment backfill for steel yard piping	---
Pipe embedment backfill for rigid pipe	90
Pipe zone backfill portion above embedment for rigid pipe	90
Pipe bedding and overexcavated zones under bedding for rigid pipe	90
Final backfill, beneath paved areas or	

structures	95
Final backfill, not beneath paved areas or structures	85
Trench zone backfill, beneath paved areas and structures, including trench plugs	95
Trench zone backfill, not beneath paved areas or structures, including trench plugs	90
Embankments and fills	90
Embankments and fills beneath paved areas or structures	95
Backfill beneath structures and hydraulic structures	95
Backfill and fill around structures on reservoir or structure roof	90
Topsoil (Type K material)	80
Aggregate base or subbase (Type G or M material)	95

H.

3.10 PLACEMENT OF CLSM

- A. Following placement and anchoring of the pipe, remove all loose soil from trench walls and floor. Remove any unstable soil at the top of the trench, which might fall into the trench during placement of the CLSM.

- B. Prior to placement of CLSM, the pipeline steel temperature shall be controlled as specified in Section 02570 - Steel Pipe.
- C. Deliver the CLSM to the trench in ready mix trucks and utilize pump or chutes to place the CLSM in the trench. Direct CLSM to one side of the pipe, taking care not to displace the pipe at any time. Continue placing CLSM on one side of the pipe until CLSM has gone under the pipe and up the other side to a depth of 1.5 feet above the pipe bottom. Use at least two hand-held vibrators to continuously liquefy and move CLSM into all voids. Adjust water in mixture to maintain fluid consistency but maintain strength requirements. Continue placing CLSM on both sides of the pipe continuously using two vibrators for every 30 feet of pipe run.
- D. Maintain stability of pipe throughout CLSM placement. CLSM will likely require placement in lifts to prevent pipe flotation. No movement of the pipe caused by flotation will be allowed. If any movement occurs, the CLSM material shall be removed and the pipe placed back on line and grade. Any damage to the pipeline system caused by movement of the pipe shall be removed and/or repaired in full conformance with these Contract Documents at no additional cost to the Owner. Remove all sloughed material or other debris from top of previously placed CLSM.

3.11 PIPE AND UTILITY TRENCH BACKFILL

- A. Pipe Zone
 - 1. The pipe zone is defined as that portion of the vertical trench cross-section lying between a plane 6 inches below the bottom surface of the pipe and a plane at a point 12 inches above the top surface of the pipe. The bedding is defined as that portion of pipe zone backfill material between the bottom of the trench and the bottom of the pipe. The embedment is defined as that portion of the pipe zone material between the bedding and a plane at a point 6 inches above the top surface of the pipe.
 - 2. After compacting the bedding, perform a final trim using a string line for establishing grade, such that each pipe section when first laid will be continually in contact with the bedding along the extreme bottom of the pipe. Excavation for pipe bells and welding shall be made as required.
 - 3. The pipe zone shall be backfilled with the indicated backfill material. Exercise care to prevent damage to the pipeline coating, cathodic bonds, and the pipe itself during the installation and backfill operations.
 - 4. If a moveable trench shield is used during backfill operations the shield shall be lifted to a location above each layer of backfill material prior to compaction of the layer. Do not displace the pipe or backfill while the shield is being moved.
- B. Trench Zone: After the pipe zone backfills have been placed, backfilling of the trench zone may proceed. The trench zone is defined as that portion of the vertical trench cross-section lying between a plane 12 inches above the top surface of the pipe and a plane at a point 18 inches below the finished surface grade, or if the trench is under pavement, 18 inches below the roadway subgrade.
- C. Marking Tape Installation
 - 1. Continuously install metallic marking tape along the pipe at a depth of 3 feet below finish grade.

2. Continuously install plastic marking tape along the pipe at the elevation indicated on the Drawings.
- D. Final Backfill: Final backfill is all backfill in the trench cross-sectional area within 18 inches of finished grade, or if the trench is under pavement, all backfill within 18 inches of the roadway subgrade.

3.12 FILL AND EMBANKMENT CONSTRUCTION

- A. The area where a fill or embankment is to be constructed shall be cleared of all vegetation, roots and foreign material. Following this, the surface shall be scarified to a depth of 6 inches, moisture conditioned, and rolled or otherwise mechanically compacted. Embankment and fill material shall be placed and spread evenly in approximately horizontal layers. Each layer shall be moistened or aerated, as necessary. Unless otherwise approved by the Engineer, the depth of each uncompacted layer shall not exceed 8 inches of compacted thickness. The embankment, fill, and the scarified layer of underlying ground shall be compacted to 95 percent of maximum density under structures and paved areas, and 90 percent of maximum density elsewhere.
- B. When an embankment or fill is to be made and compacted against hillsides or fill slopes steeper than 5H:1V, the slopes of hillsides or fills shall be horizontally benched to key the embankment or fill to the underlying ground. A minimum of 12 inches normal to the slope of the hillside or fill shall be removed and recompacted as the embankment or fill is brought up in layers. Material thus cut shall be recompacted along with the new material at no additional cost to the Owner. Hillside or fill slopes 5H:1V or flatter shall be prepared in accordance with Paragraph A, above.
- C. Where embankment or structure fills are constructed over pipelines, the first 4 feet of fill over the pipe shall be constructed using light placement and compaction equipment that does not damage the pipe.
- D. The finish graded surface of the drainrock immediately beneath hydraulic structures shall be stabilized to provide a firm, smooth surface upon which to construct reinforced concrete floor slabs. Where needed to protect slopes and prevent movement of the drainrock, spray asphalt on the finished drainrock surface in accordance with Section 02460 - A. C. Pavement and Base.

3.13 FIELD TESTING

- A. General: All field soils testing will be done by a testing laboratory of the Owner's choice at the Owner's expense except as indicated below.
- B. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with Method C of ASTM D 1557. Field density in-place tests will be performed in accordance with ASTM D 1556 or by such other means acceptable to the Engineer.
- C. In case the test of the fill or backfill show noncompliance with the required density, perform remedies as may be required to ensure compliance. Subsequent testing to show compliance

shall be by a testing laboratory selected by the Owner, paid by the Contractor, at no additional cost to the Owner.

- D. Provide test trenches and excavations including excavation, trench support, and groundwater removal for the Owner's field soils testing operations. The trenches and excavations shall be provided at the locations and to the depths required by the Owner. All Work for test trenches and excavations shall be provided at no additional cost to the Owner.
- E. Frequency of Testing
 - 1. Backfill around structures and in embankments shall be tested every 300 square ft of each lift of placement.
 - 2. CLSM shall be tested each batch being placed or every 300 cubic yards that is placed.
 - 3. Pipe backfill shall have one test every 80 feet (2 joints) of backfill placed.

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**SECTION 31 23 19
DEWATERING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes construction dewatering.

1.3 PERFORMANCE REQUIREMENTS

- A. The Contractor shall provide all labor, materials, and equipment necessary to dewater site excavations, in accordance with the requirement of the Contract Documents.
- B. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.
 - 1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Accomplish dewatering without damaging existing buildings adjacent to excavation.
 - 4. Remove dewatering system if no longer needed.
- C. To complete this Work, the Contractor shall secure a Utah Pollution Elimination Discharge System (UPDES) General Permit for Construction Dewatering and Hydrostatic Testing prior to commencing any dewatering work.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering.
 2. The geotechnical report is included elsewhere in the Project Manual.
- C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 1. Maintain free water level below bottom of excavation during construction.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
 - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

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**SECTION 31 32 19
GEOTEXTILES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish and install geotextiles, complete and in place, in accordance with the Contract Documents.

1.2 REFERENCES

- A. ASTM International (ASTM) standards, most recent editions:

ASTM D 4355	Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon-Arc Type Apparatus.
ASTM D 4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
ASTM D 4533	Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
ASTM D 4595	Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
ASTM D 4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile.
ASTM D 4833	Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.
ASTM D 4884	Standard Test Method for Strength of Sewn or Thermally Bonded Seams of Sewn Geotextiles.
ASTM D 4886	Standard Test Method for Abrasion Resistance of Geotextiles (Sand Paper/Sliding Block Method).

1.3 DEFINITIONS.

- A. Fabric: Geotextile, a permeable geosynthetic comprised solely of textiles.
- B. Minimum Average Roll Value (MinARV): Minimum of series of average roll values representative of geotextile provided.
- C. Maximum Average Roll Value (MaxARV): Maximum of series of average roll values representative of geotextile provided.

- D. Nondestructive Sample: Sample representative of finished geotextile, prepared for testing without destruction of geotextile.
- E. Overlap: Distance measured perpendicular from overlapping edge of one sheet to underlying edge of adjacent sheet.
- F. Seam Efficiency: Ratio of tensile strength across seam to strength of intact geotextile, when tested according to ASTM D 4884.
- G. Woven geotextile: A geotextile fabric composed of polymeric yarn interlaced to form a planar structure with uniform weave pattern.
- H. Nonwoven geotextile: A geotextile fabric composed of a pervious sheet of polymeric fibers interlaced to form a planar structure with uniform random fiber pattern.

1.4 SUBMITTALS

- A. Submit in accordance with Section 01 33 20 – Contractor Submittals.
- B. Product Data.
 - 1. Manufacturer’s material specifications and product literature.
 - 2. Installation drawings showing geotextile sheet layout, location of seams, direction of overlap, and sewn seams.
 - 3. Description of proposed method of geotextile deployment, sewing equipment, sewing methods, and provisions for holding geotextile temporarily in place until permanently secured.
- C. Samples.
 - 1. Geotextile: One-piece, minimum 18-inches long, taken across full width of roll of each type and weight of geotextile. Label each with brand name and furnish documentation of lot and roll number from which each sample was obtained.
 - 2. Field Sewn Seam: 5-foot length of seam, 12-inches wide with seam along center, for each type and weight of geotextile.
 - 3. Securing Pin and Washer: 1 each.
- D. Certificates.
 - 1. Certification from geotextile manufacturer that products satisfy the indicated requirements.
 - 2. Field seam efficiency test results.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with Section 01 25 10 - Products, Materials, Equipment and Substitutions.
- B. Deliver each roll with sufficient information attached to identify manufacturer and product name or number.
- C. Handle products in manner that maintains undamaged condition.

- D. Do not store products directly on ground. Ship and store geotextile with suitable wrapping for protection against moisture and ultraviolet exposure. Store geotextile in a way that protects it from elements. If stored outdoors, elevate and protect geotextile with waterproof cover.

PART 2 - PRODUCTS

2.1 WOVEN GEOTEXTILE

- A. Woven geotextile shall be composed of polymeric yarn interlaced to form a planar structure with uniform weave pattern. Products shall be calendared or finished so that yarns will retain their relative position with respect to each other.
- B. Polymeric yarn shall be long-chain synthetic polymers (polyester or polypropylene) with stabilizers or inhibitors added to make filaments resistant to deterioration due to heat and ultraviolet light exposure.
- C. Sheet Edges: Selvaged and finished to prevent outer material from separating from sheet.
- D. Unseamed Sheet Width: Minimum 12 feet.
- E. Nominal Weight per Square Yard: 6 ounces.
- F. Physical Properties: Conform to physical property requirements below:

Property	Requirement	Test Method
Apparent Opening Size (AOS)	No. 10 to No. 100 U.S. Standard Sieve Size	ASTM D4751
Water Permittivity	0.02 to 3.34 Sec. ⁻¹ , MinARV	ASTM D4491 (Falling Head)
Vertical Water Flow Rate	10 to 150 gpm/sq ft, MinARV	
Wide Width Strip Tensile Strength	60 to 1,500 MinARV	ASTM D4595
Wide Width Strip Elongation	14 to 60 percent, MaxARV	ASTM D4595
Trapezoidal Tear Strength	30 to 200 lb, MinARV	ASTM D4533
Puncture Strength	50 to 250 lb, MinARV	ASTM D4833
Abrasion Resistance	5 to 25 percent loss, 250 cycles, MaxARV	ASTM D4886
Ultraviolet Radiation Resistance	70 to 90 percent strength retention, MinARV after 500 hours	ASTM D4355

2.2 NONWOVEN GEOTEXTILE

- A. Nonwoven geotextile shall be composed of a pervious sheet of polymeric fibers interlaced to form a planar structure with uniform random fiber pattern. Products shall be calendared or finished so that yarns will retain their relative position with respect to each other.
- B. Polymeric yarn shall be long-chain synthetic polymers (polyester, polypropylene, or polyethylene) with stabilizers or inhibitors added to make filaments resistant to deterioration due to heat and ultraviolet light exposure.
- C. Geotextile Edges: Selvaged or finished to prevent outer material from separating from sheet.
- D. Unseamed Sheet Width: Minimum 6 feet.
- E. Nominal Weight Per Square Yard: 8 ounces.
- F. Physical Properties: Conform to physical property requirements below:

Property	Requirement	Test Method
Apparent Opening Size (AOS)	Max No. 80 U.S. Standard Sieve Size	ASTM D4751
Water Permittivity	1.4 sec. ⁻¹ , MinARV	ASTM D4491 (Falling Head)
Vertical Water Flow Rate	95 gpm/sq ft, MinARV	
Grab Tensile Strength	205 MinARV	ASTM D4632
Grab Tensile Elongation	50 percent, MaxARV	ASTM D4632
Trapezoidal Tear Strength	80 lb, MinARV	ASTM D4533
CBR Puncture Strength	500 lb, MinARV	ASTM D6241
Ultraviolet Radiation Resistance	70 percent strength retention, MinARV after 500 hours	ASTM D4355

Property	Requirement	Test Method
Apparent Opening Size (AOS)	Max No. 40 U.S. Standard Sieve Size	ASTM D4751
Water Permittivity	0.70 sec. ⁻¹ , MinARV	ASTM D4491
Tensile Strength	180 lbs, MinARV	ASTM D4632
Elongation at failure (%) ¹	≥50	ASTM D4632
Puncture Strength	80 lb	ASTM D4833

Property	Requirement	Test Method
Ultraviolet Radiation Resistance	70 percent strength retention, MinARV after 500 hours	ASTM D4355

1. *Minimum average roll value (weakest principal direction)*

2.3 SEWING THREAD

A. Sewing thread shall be polypropylene, polyester, or Kevlar thread with durability equal to or greater than durability of geotextile sewn.

2.4 SECURING PINS

A. Securing pins shall be steel rods or bars conforming to the following:

1. 3/16-inch diameter.
2. Pointed at one end; head on other end, sufficiently large to retain washer.
3. Minimum Length: 12-inches.

B. Steel Washers for Securing Pins:

1. Outside Diameter: Not less than 1-1/2 inches.
2. Inside Diameter: 1/4-inch.
3. Thickness: 1/8-inch.

C. Steel Wire Staples:

1. U-shaped.
2. 10-gauge.
3. Minimum 6-inches long.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Laying Geotextile

1. Notify the Engineer whenever geotextiles are to be placed. Do not place geotextile prior to obtaining Engineer's approval of underlying materials.
2. Lay and maintain geotextile smooth and free of tension, folds, wrinkles, or creases.

B. Orientation on Slopes

1. Orient geotextile with long dimension of each sheet parallel to direction of slope.
2. Geotextile may be oriented with long dimension of sheet transverse to direction of slope only if sheet width, without unsewn seams, is sufficient to cover entire slope and anchor trench and extend at least 18-inches beyond toe of slope.

C. Joints.

1. Unseamed Joints.
 - a. Overlap unseamed joints to the following dimensions unless otherwise indicated:
 - b. Foundation/Subgrade Stabilization: Minimum 18-inches.

- c. Riprap: Minimum 18-inches.
 - d. Drain Trenches: Minimum 18-inches, except overlap shall equal trench width if trench width is less than 18-inches.
 - e. Other Applications: Minimum 12-inches.
2. Sewn Seams.
- a. Use sewn seams wherever stress transfer from one geotextile sheet to another is necessary. Sewn seams, as approved by Engineer, also may be used instead of overlap at joints for applications that do not require stress transfer.
 - b. Seam efficiency shall be minimum 70 percent.
 - c. Type: "J" type seams are preferred, but flat or butterfly seams are acceptable.
 - d. Stitch Count: Minimum 3 to maximum 7 stitches per inch.
 - e. Stitch Type: Double-thread chain stitch, Type 401, Federal Standard No. 751a.
 - f. Stitch Location: 2-inches from geotextile sheet edges, or more if necessary to develop required seam strength.
 - g. Sewing Machines: Capable of penetrating 4 layers of geotextile.

D. Securing Geotextile.

- 1. Secure geotextile during installation as necessary with sand bags or other means approved by Engineer.
- 2. Securing Pins
 - a. Insert securing pins with washers through geotextile, midway between edges of overlaps and 6-inches from free edges.
 - b. Spacing:

Slope	Maximum Pin Spacing (Feet)
Steeper than 3:1	2
3:1 to 4:1	3
Flatter than 4:1	5

- c. Install additional pins across each geotextile sheet as necessary to prevent slippage of geotextile or to prevent wind from blowing geotextile out of position.
 - d. Push each securing pin through geotextile until washer bears against geotextile and secures it firmly to subgrade.
3. For underdrain applications (geotextile cushion over PVC or rubber waterproof membrane liner) do not use pins, staples or other securing methods that would damage waterproof membrane liner.

E. Placing Products over Geotextile.

- 1. Notify Engineer before placing material over geotextile. Do not cover installed geotextile prior to receiving authorization from the Engineer to proceed.
- 2. If tears, punctures, or other geotextile damage occurs during placement of overlying products, remove overlying products as necessary to expose damaged geotextile. Repair damage as indicated below.

F. Installing Geotextile in Trenches.

- 1. Place geotextile in a way that will completely envelope granular drain material to be placed in trench and with indicated overlap at joints. Overlap geotextile in direction

of flow. Place geotextile in a way and with sufficient slack for geotextile to contact trench bottom and sides fully when trench is backfilled.

2. After granular drain material is placed to grade, fold geotextile over top of granular drain material, unless otherwise indicated. Maintain overlap until overlying fill or backfill is placed.

G. Riprap Applications.

1. Overlap geotextile at each joint with upstream sheet of geotextile overlapping downstream sheet. Sew joints where wave run-up may occur.

H. Geotextile-Reinforced Earth Wall Applications.

1. Sew exposed joints; extend sewn seams minimum 3-feet behind face of wall.
2. Protect exposed geotextile from damage and deterioration until permanent facing is applied.

I. Silt Fence Applications.

1. Install geotextile in one piece or continuously sewn to make one piece, for full length and height of fence, including portion of geotextile buried in toe trench.
2. Install bottom edge of sheet in toe trench and backfill in a way that securely anchors geotextile in trench.
3. Securely fasten geotextile to a wire mesh backing and each support post in a way that will not result in tearing of geotextile when fence is subjected to service loads.
4. Promptly repair or replace silt fence that becomes damaged.

3.2 REPAIRING GEOTEXTILE

- A. Repair or replace torn, punctured, flawed, deteriorated, or otherwise damaged geotextile. Repair damaged geotextile by placing patch of undamaged geotextile over damaged area plus at least 18-inches in all directions beyond damaged area. Remove interfering material as necessary to expose damaged geotextile for repair. Sew patches or secure them with pins and washers, as indicated above for securing geotextile, or by other means approved by Engineer.

3.3 REPLACING CONTAMINATED GEOTEXTILE

- A. Protect geotextile from contamination that would interfere, in Engineer's opinion, with its intended function. Remove and replace contaminated geotextile with clean geotextile.

3.4 FIELD QUALITY CONTROL

- A. Testing: Test seam efficiency by preparing and testing minimum of one set of nondestructive samples per acre of each type and weight of geotextile provided for the Work. Test according to ASTM D4884 and submit written results to Engineer.

END OF SECTION

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**SECTION 31 37 00
RIPRAP**

PART 1 - GENERAL

1.1 GENERAL

- A. This section covers furnishing and placing compacted rock (riprap) materials in accordance with these specifications and in conformity with the lines, grades, and dimension shown on the drawings or as directed by the ENGINEER.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards:

ASTM C 88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 127	Specific Gravity and Absorption of Coarse Aggregate.
ASTM C 535	Standard Test Method for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM D 5519	Standard Test Method for Particle Size Analysis of Natural and Man-Made Riprap Materials.
AASHTO T 85	Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate
AASHTO T 210	Method of Test for Aggregate Durability Index.

1.3 CONTRACTOR SUBMITTAL

- A. At least 30 days before rock is delivered from any source, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the ENGINEER that the material meets contract requirements. CONTRACTOR shall provide ENGINEER free access to the source for the purpose of obtaining samples for testing.
- B. Rock riprap source locations, processing, haul routes, storage and placement plan.
- C. Certification from a certified independent laboratory that the riprap meets the material properties of this specification, if riprap is provided from a source other than noted on the drawings.
- D. Furnish submittals in accordance with Section 01 33 20 – Contractor Submittals.

1.4 STORAGE OF MATERIALS

- A. Materials shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials.

PART 2 - PRODUCTS

2.1 GEOTEXTILE FABRIC

- 1. Materials shall meet the following requirements.
 - a. Geotextile fabric shall meet all requirement specified in Section 31 32 19.

2.2 GRANULAR FILTER MATERIAL

- A. Granular filter sources shall be approved by the ENGINEER prior to use. Filter material shall be clean and free from organic matter and free of concrete masonry or concrete pavement. It shall be crushed rock or gravel, durable and free from slaking or decomposition under the action of alternate wetting or drying. The material shall be uniformity graded and shall conform to the following gradation:

1.	Type 1	
a.	Size	Percentage Passing
b.	3-inch	85 - 100
c.	1 1/2-inch	45 - 75
d.	3/4-inch	10 - 25
e.	No. 200	0 - 5

2.3 RIPRAP

- 1. Rock materials shall meet the following requirements:
 - a. Individual rock fragments shall be fresh, dense, sound, sub-angular to angular and resistant to abrasion, and durable against disintegration under conditions to be met in handing and placing.
 - b. Individual rock fragments shall be free from cracks, seams, and other defects that would tend to increase their susceptibility to destruction by water, frost actions, and accelerated weathering.
 - c. Riprap sources shall be approved by the ENGINEER prior to use. Concrete masonry or concrete debris may not be used for riprap. Rock shall meet the following gradation limits after it has been placed within the matrix of the compacted rock riprap (dimensions apply to minimum section), in accordance with ASTM D 5519:

COMPACTED ROCK RIPRAP GRADATIONS			
Riprap Designation	%Smaller Than Given Size By Weight	(Inches)	D ₅₀ ** (Inches)
Class I	70-100	12	6
	50-70	9	
	35-50	6	
	2-10	3	

Class II	70-100	15	9
	50-70	12	
	35-50	9	
	2-10	3	
Class III	70-100	20	12
	50-70	16	
	35-50	12	
	2-10	4	
Class IV	70-100	25	15
	50-70	20	
	35-50	15	
	2-10	5	
Class V	70-100	30	18
	50-70	24	
	35-50	18	
	2-10	6	
Class VI	70-100	35	21
	50-70	28	
	35-50	21	
	2-10	7	
Class VII	70-100	40	24
	50-70	32	
	35-50	24	
	2-10	8	
Class VIII	85-100	42	30
	50-80	30	
	30-50	24	
	15-30	18	
	2-15	6	

s** D₅₀ = Nominal particle size

- d. Maximum rock size shall not exceed 2.0 time the D₅₀. Minimum rock size shall be no less than 6-inches.
- e. Sand and rock dust shall be less than 3 percent, by weight, of total riprap materials.
- f. Neither the breadth nor thickness of any piece of rock shall be less than one-third its length.
- g. Rock shall be sub-angular to angular. Rounded boulders and cobbles shall not be used. The greatest dimension of each rock shall not be greater than three times its least dimension.
- h. Specific Gravity: not less than 2.5 when tested in accordance with ASTM C127 (Bulk SSD).
- i. Abrasion Resistance:
 - 1) 10 percent maximum loss of weight at 100 revolutions when tested in accordance with ASTM C131.
 - 2) 40 percent maximum loss of weight at 500 revolutions when tested in accordance with ASTM C131.
 - 3) 40 percent maximum loss of weight at 1000 revolutions when tested in accordance with ASTM C535.

- j. Soundness: 15 percent maximum weighted average loss by weight after five cycles when tested in accordance with ASTM C88.
- k. Absorption: Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- l. Weight: Minimum weight of stone shall be 156 lb/ft³ as tested by AASHTO Test T 85.
- m. CONTRACTOR shall submit documented laboratory test results to verify that proposed riprap materials meet all specifications.
- n. CONTRACTOR must receive, in writing, approval of proposed off-site riprap source from ENGINEER, prior to placing any materials.
- o. CONTRACTOR shall be responsible to process material that will meet these specifications.

PART 3 - EXECUTION

3.1 COMPACTED ROCK (RIPRAP)

- A. CONTRACTOR shall haul a test pile of riprap to the site for inspection and comparison to the gradation required for the project. Test pile results that do not meet the specifications shall be cause for the rock to be rejected. The test pile that meets specification requirements shall be left on the job site as a sample for visual comparison. The test pile rock shall be utilized as part of the last rock riprap to be placed.
- B. Prior to placement of filter material, remove brush, trees, round rocks, and other objectionable materials in area where riprap is to be placed. All objectionable material shall be disposed of at a location to be determined by the OWNER. All soft or spongy material shall be removed to the depth as directed by the engineer and replaced with native material. Care shall be taken to preserve and protect utilities which are to remain in service in the location where riprap is to be placed.
- C. The subgrade surface on which the geotextile filter fabric will be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill. Geotextile filter fabric shall not be placed until the foundation preparation is complete and the subgrade surface has been approved by the ENGINEER.
- D. Riprap shall generally be placed starting at the lowest elevations and working upward, taking care not to damage the geotextile filter fabric. Rock shall not be dropped more than 2 feet onto the installed geotextile filter fabric. Riprap shall be placed to the minimum thickness designated on the drawings and shall be positioned in such a manner that will provide uniform distribution of the various sizes of stone and produce a well-keyed, compacted mass of rock with the least practical amount of void space. Riprap shall be placed and compacted with the bucket of a backhoe to the lines and grades shown on the drawings. Placing of riprap in layers, or by dumping into chutes, or by similar methods likely to cause segregation, will not be permitted. The surface shall be worked as necessary, to produce a reasonably uniform appearance and the required thickness. Some hand placing may be required to provide a neat and uniform surface.

- E. Rock riprap shall be placed in a manner that will prevent damage to structures.
- F. Unless otherwise authorized by the engineer, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to prevent mixture of embankment and riprap. The contractor shall maintain the riprap protection until accepted, and any material displaced by any cause shall be replaced to the lines and grades shown on the drawings at no additional cost to the OWNER.
- G. Hand placed riprap. Rock riprap shall be placed in a manner to prevent damage to structures, pipe or other improvements. Hand placing may be required to prevent damage to facilities.
- H. CONTRACTOR shall leave riprap storage/borrow sites in a neat and clean condition, free from rock chips, spalls, and debris from riprap sizing process.
- I. CONTRACTOR shall implement good housekeeping measures and best management practices to prevent mud and other material from being tracked or deposited on City and County streets.

END OF SECTION

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**SECTION 31 37 10
GROUTED RIPRAP**

PART 1 - GENERAL

1.1 GENERAL

- A. This work consists of furnishing, transporting, and installing all materials and performing all work necessary to place grouted rock riprap on bottoms and side slopes of channels, including filter or bedding as directed by the ENGINEER.

1.2 REFERENCES

- A. The latest edition of the following publications form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. American Society for Testing and Materials (ASTM)

PART 2 - PRODUCTS

2.1 COMPACTED ROCK (RIPRAP)

1. Materials shall meet the following requirements.
- a. Compacted rock (riprap) shall meet all requirement specified in Section 31 37 00.

2.2 GROUT

1. Materials shall meet the following requirements:
- a. Grout to be provided for grouted riprap shall be one-part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. The minimum compressive strength at 28 days shall be 3,000 psi.

PART 3 - EXECUTION

3.1 CONVEYING AND PLACING GROUTED RIPRAP

- A. The grout mix shall be delivered to the site and placed within 1.5 hours after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to accelerated stiffening of the concrete, the time between the introduction of the cement to the aggregates and complete discharge of the grout batch shall be a maximum of 45 minutes. The engineer may allow a longer time provided the setting time of the grout is increased a corresponding amount by the addition of an approved set-retarding mixture. In any case concrete shall be conveyed from the mixer to the final placement as rapidly as practicable by methods that prevent segregation of the aggregates, loss of mortar, displacement of the rock riprap, or a combination of these.

- B. Grout mix shall not be allowed to free fall more than 5 feet unless suitable equipment is used to prevent segregation.
- C. The grout mix shall not be placed until the rock riprap has been inspected and approved by the engineer for the placement of grout.
- D. Where Drawings call for grouted riprap (i.e., the grouted riprap spillways) all riprap that is placed and intended to be grouted (the full depth and width of the grouted riprap structure) shall have a minimum nominal diameter of 12 inches, thus providing ample void space for the required grout.
- E. Rock to be grouted shall be kept moist for a minimum of 2 hours before grouting.
- F. To assure that grout fills the void spaces between rock, the grouted riprap shall be constructed in lifts not to exceed 5 feet in depth, while vibrating grout into voids.
- G. The rock riprap shall be flushed with water before placing the grout to remove the fines from the rock surfaces. The rock shall be kept moist before the grouting and without placing in standing or flowing water. Grout placed on inverts or other nearly level areas may be placed in one operation. On slopes, the grout shall be placed in two nearly equal applications consisting of successive lateral strips about 10 feet in width starting at the toe of the slope and progressing upward. The grout shall be delivered to the place of final deposit by approved methods and discharged directly on the surface of the rock. A metal or wood splash plate is used to prevent displacement of the rock directly under the grout discharge. The flow of grout shall be directed with brooms, spades, or baffles to prevent grout from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be conducted to loosen tight pockets of rock and otherwise aid in the penetration of grout to ensure the grout fully penetrates the total thickness of the rock blanket. All brooming on slopes shall be uphill. After the grout has stiffened, the entire surface shall be rebroomed to eliminate runs and to fill voids caused by sloughing. The surface finish, following the completion of grout installation, shall consist of one-third of the rock extended above the level of grout. The exposed rock will not have a plastered appearance. Additional riprap shall be hand placed, as needed, to maintain an average exposed concrete grout joint width of no wider than 6 inches.
- H. Concrete grout shall not be placed on top of finished riprap in an effort to make grouted riprap look as natural as possible.
- I. After completion of any strip or panel, no individual(s) or equipment shall be permitted on the grouted surface for 24 hours. The grouted surface shall be protected from injurious action by the sun, rain, flowing water, mechanical injury, or other potential damaging activity.

3.2 CURING AND PROTECTION

- A. The completed finished surface shall be prevented from drying for a minimum curing period of 7 days following placement. Exposed surfaces shall be maintained in a moist condition continuously for the 7-day curing period or until curing compound has been applied as specified in this section. Moisture shall be maintained by sprinkling, flooding, or fog spraying or by covering with continuously moistened canvas, cloth mats, straw, sand, or other approved material. Water or moist covering shall be used to protect the grout during the

curing process without causing damage to the grout surface by erosion or other mechanisms that may cause physical damage.

- B. The grouted rock may be coated with an approved curing compound as an alternative method to maintaining a continuous moisture condition during the curing period. The compound shall be sprayed on the moist grout surface as soon as free water has disappeared and all surface finishing has been completed. The compound shall be applied at a minimum uniform rate of 1 gallon per 175 square feet of surface and shall form a continuous adherent membrane over the entire surface. Curing compound shall not be applied to surfaces requiring bond to subsequently placed grout and/or concrete. If the membrane is damaged during the curing period, the damaged area shall be resprayed at the rate of application specified for the original treatment.
- C. Grout mix shall not be placed when the daily minimum temperature is less than 40 degrees Fahrenheit unless facilities are provided to ensure that the temperature of the material is maintained at a minimum temperature of 50 degrees Fahrenheit and not more than 90 degrees Fahrenheit during placement and the curing period. Grout mix shall not be placed on a frozen surface. When freezing conditions prevail, rock to be grouted must be covered and heated to within a range of 50 to 90 degrees Fahrenheit for a minimum of 24 hours before placing grouting material.

3.3 INSPECTING AND TESTING FRESH GROUT

- A. The grout material shall be checked and tested throughout the grouting operation. Sampling of fresh grout shall be conducted in conformance with ASTM C 172. The volume of each batch will be determined by methods prescribed in ASTM C 138.
- B. The engineer shall have free access to all parts of the contractor's plant and equipment used for mixing and placing grout during the period of the contract. Proper facilities shall be provided for the engineer to sample material and view processes implemented in the mixing and placing of grout as well as for securing grout test samples. All tests and inspections shall be conducted so that only a minimum of interference to the contractor's operation occurs.
- C. For ready-mixed grout, the contractor shall furnish to the engineer a statement-of-delivery ticket for each batch delivered to the site. The ticket shall provide as a minimum: weight in pounds of cement, aggregates (fine and coarse), water; weight in ounces of air-entraining agent; time of loading; and the revolution counter reading at the time batching was started.

END OF SECTION

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