



# **2018 Paving Projects**

## **CONSTRUCTION DOCUMENTS**

July 2018



15350 SW Sequoia Parkway, Suite 220, Portland, OR 97224  
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# CONSTRUCTION DOCUMENTS

July 2018

Prepared for:  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111



**TETRA TECH**

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Project #135-13914-16001-02



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**CITY OF CARLTON, OREGON  
PUBLIC WORKS DEPARTMENT**

**INVITATION TO BID  
FOR  
2018 PAVING PROJECTS**

**Bid Opening:** Sealed Bids will be received by the City of Carlton, at 191 E. Main Street, Carlton, Oregon 97111, until **2:00pm, August 8th, 2018**. Bid shall be in clearly marked “City of Carlton – 2018 Paving Projects” and shall be delivered to Dennis Durham, City Manager at City Hall on or before the above Bid date and time. No faxed or emailed quotes will be considered. Bids will be publicly opened immediately thereafter and recorded. First-Tier Subcontractor Disclosure Statements must be filed on the same date by no later than 4:00 PM.

The Work consists of four schedules.

- Schedule 1: Grind and install 1-1/2” level 2 asphalt pavement overlay to approximately 27,000 square feet of residential street. Work also includes surface preparation, leveling course application, sawcutting, bar stop restriping, manhole rim adjustment, compaction, testing, erosion control and traffic control.
- Schedule 2: Grind and install 1-1/2” level 2 asphalt pavement overlay to approximately 11,400 square feet and pavement rehabilitation to approximately 224 square feet of residential street. Work also includes surface preparation, leveling course application, sawcutting, compaction, testing, erosion control and traffic control.
- Schedule 3: Install 1-1/2” level 2 asphalt pavement overlay to approximately 3,200 square feet and new level 2 asphalt pavement to approximately 2,200 square feet of residential street. Work also includes leveling course application to create a crown and provide positive drainage. Also surface preparation, sawcutting, compaction, testing, erosion control and traffic control.
- Schedule 4: Install 1-1/2” level 2 asphalt pavement overlay to approximately 1,500 square feet and new level 2 asphalt pavement to approximately 750 square feet of residential street. Work also includes leveling course application to create a crown and provide positive drainage. Also surface preparation, sawcutting, compaction, testing, erosion control and traffic control.

**Documents:** Digital copies of the solicitation documents may be obtained from the City of Carlton’s consultant, Tetra Tech, by contacting Brooke Harrison at brooke.harrison@tetrattech.com or 503.598.2515. In addition, specifications, including bidding documents and conditions of the agreement, may be reviewed at the following offices:

- Carlton City Hall, 191 E. Main Street, Carlton, OR 97111
- Salem Contractor's Exchange, 2256 SE Judson Street, Salem, OR 97309
- DJC Plan Center, 921 SW Washington Street, Suite 210, Portland, OR 97205
- SW Washington Contractor Association, 7017 NE Highway 99, No.214, Vancouver, WA 98665

Bid Procedures and Conditions, Bid Forms, Drawings, Specifications, and other Documents, collectively referred to as Bid Documents, may be examined at the following location: City of Carlton, 191 E. Main Street, Carlton, Oregon 97111 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

**Pre-Bid Conference:** A non-mandatory pre-bid conference is planned for this project on **August 1st, 2018 at 9:00 am** at the Public Works Building. The pre-bid conference will include a site visit. All Bidders are strongly encouraged to attend.

**Oregon Public Contracting Law:** Bidders are required to comply with applicable biddings and contracting procedures, rules, and regulations. This includes requirements for timely submission of the First-Tier Subcontracting Form and compliance with wage rate requirements. BOLI wage rates shall prevail. Bids will not be received or considered unless the Bidder is licensed by the Construction Contractors Board as required by ORS 279C.365(1)(k).

**Bid Security:** Each Bid must contain a statement as to whether the Bidder is a resident bidder, as defined in ORS 279.029. Each proposal must be submitted on the prescribed form and accompanied by a Bid Bond payable to the City of Carlton in an amount not less than five percent (5%) of the Bid amount.

**Owners Reservations:** Bids may be held by the City of Carlton for a period not to exceed sixty (60) days from the date Bids are due for the purpose of reviewing Bid Documents and investigating qualifications of Bidders. The City of Carlton reserves the right to reject any or all Bids for good cause, or any or all Bids upon a finding of the Owner that it is in the public interest to do so, to waive any irregularities, and to accept that Bid from the lowest responsible Bidder, which is in the best interests of the City of Carlton.

**Questions:** For information regarding this project, contact Brooke Harrison at 503.598.2515.

END OF SECTION 00030



**SECTION 00100  
INSTRUCTION TO BIDDERS**

1. GENERAL

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from Tetra Tech, Inc. for the purchase price stated in the Advertisement for Bids. The purchase price will not be refunded.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the contract documents thoroughly; (b) visit the site to familiarize himself with local conditions that may affect cost, progress, or performance of the Work; (c) consider with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the Work; (d) study and correlate Bidder's observations with the Contract Documents; and (e) notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in the Contract Documents.
- B. Reference is made to Section 01010, Summary of Work, for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work in which have been relied upon in preparing the Drawings and Specifications. Owner will make copies of such reports available for review to any Bidder requesting them.

These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- C. Information and data reflected in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by the owners of such underground facilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 5 of the General Conditions.
- E. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. The Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.
- F. On request and seven days notice, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- G. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor.
- H. The submission of a Bid will constitute an uncontrovertible representation by the Bidder that Bidder has complied with every requirement of Article 4 of the General Conditions, that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- I. Failure to comply with Sections 3.1 to 3.8 will not relieve the Successful Bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

#### 1.04 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer or Owner as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Engineer.

#### 1.05 BID SECURITY

- A. Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount of 5 percent of the Bidder's maximum Bid price. Said check or said Bid Bond shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the Owner, and will furnish the necessary insurance certificates, Payment Bond and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required insurance certificates and endorsements and contract payment and performance bonds within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the seventh day after the Effective Date of the Agreement, where upon Bid security furnished by such Bidders will be returned. Bid security of other Bidders will be returned within 7 days after the bid opening.

#### 1.06 CONTRACT TIME

- A. The number of days (contract time) within which the work is to be substantially completed and finally completed and ready for acceptance and final payment are set forth in the Agreement (Section 00520).

1.07 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages are set forth in the Agreement (Section 00520).

1.08 SUBSTITUTE OR "OR-EQUAL" ITEMS

- A. The Contract, if 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 ORS 279B.215 or 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. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final.
- B. All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- C. One or more brand names or equal specification may be used when the use of a brand name or specification describes the standard of quality, performance, functionality or other characteristics of the product needed by Owner. All uses of brand names in specifications will allow subsequent proposals for substitution of equal products or materials as permitted by ORS 279B.215 unless otherwise specified in the specifications.

1.09 SUBCONTRACTORS

- A. As specified in Section 00030, the Contractor shall submit the First-tier Subcontractor Disclosure Form provided in Section 00440. The Contractor shall include on the form the required information for each subcontractor to whom the Bidder proposes to sublet portions of the Work as specified in Section 00440. For the purpose of this paragraph, subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only, for the performance of Work at the site of Work. Failure to provide the form will result in the bid being considered nonresponsive.
- B. If requested by Owner, the apparent Successful Bidder and any other Bidder so requested, shall, within 7 days after the date of the Bid opening, submit to Owner a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization if requested by Owner.

- C. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such prior adjustment in evaluating Bids and making the Contract award.
- D. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest bidder that proposes to use acceptable subcontractor, other person, or organization. The declining to make any such substitution will not constitute grounds for sacrificing the Bid security of any Bidder.
- E. No Contractor shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.
- F. The Contractor shall perform with their own organization not less than one-third of the Work and shall not sublet more than one-half of the Work without the previous written consent of the Owner. No subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of the Contractor and their work shall be subject to the provisions of the Contract. When it is stated in the Contract Documents that a subcontractor or the Owner shall do something, it means that the Contractor shall cause such person to do that thing.

#### 1.10 BID FORM

- A. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Engineer.
- B. Bid Forms must be completed in ink or by typewriter/computer. The Bid price of each item on the form must be stated in words and numerals, where applicable; in case of a conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- G. The bids submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin

immediately opposite the correction, the surname or surnames of the person or persons signing the bid.

- H. The address to which communications regarding the Bid are to be directed must be shown.

#### 1.11. SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the project title and the name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. It is the Bidder's sole responsibility to see that its Bid is received in proper time.

#### 1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after the 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, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

#### 1.13 OPENING OF BIDS

- A. Bids will be opened and 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.

#### 1.14 BIDS TO REMAIN OPEN

- A. All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### 1.15 REJECTING OF BIDS

- A. The Owner reserves the right to reject any Bid which is incomplete, obscure or irregular; any Bid accompanied by insufficient or irregular security; any Bid from Bidders named on the Federal debarred list. The Owner reserves the right to reject, for good cause, all Bids upon a finding by the Owner that it is in their best interest to do so.

## 1.16 AWARD OF CONTRACT

- A. There are four bid schedules (1, 2, 3 and 4). The award will be for one or more schedules, based upon which is in the best interest of the City. The City reserves the right to award the bid to one or more Contractors.
- B. Owner reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons, and organizations must be submitted as specified. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment proposed for incorporation in the Work may also be considered by Owner.
- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. In evaluating whether a Bidder is responsible, Owner will, pursuant to the criteria set forth in ORS 279C.375, consider the qualifications of the Bidder, including the availability of financing, required bonding, material, equipment, facility personnel, resources, expertise, or the ability to obtain such, whether the Bidder holds required licenses, has liability and other insurance in required amounts, has made the required ORS 279C.370 disclosure, has a satisfactory record of project completion, has a record of integrity, is legally qualified 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. The Bidder shall supply all necessary information requested by the Owner's Engineer. If the Bidder fails to promptly supply all necessary information concerning responsibility that the Engineer requests the Owner shall determine the Bidder's responsibility based on available information, or may find that the Bidder is not responsible.
- E. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- F. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.
- G. Award shall be made to the lowest responsive and responsible Bidder as determined in Section 16 (this section).

#### 1.17 BONDS AND INSURANCE

- A. Article 6 of the General Conditions set forth Performance Bond and Payment Bond requirements. When the successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Performance Bond and Payment Bond. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of their power of attorney. Bond forms enclosed in the contract documents must be used.
- B. Article 6 of the General Conditions set forth the insurance requirements. Specific amounts shall be as specified in the Supplementary Conditions. When the successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required insurance certificate.
- C. In no case will the Notice-to-Proceed be issued prior to receipt of the Performance Bond, Payment Bond and insurance certificate.

#### 1.18 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least 3 unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 10 days thereafter, Contractor shall sign and deliver at least 3 counterparts of the Agreement and attached documents to Owner with the required Bonds. Within 20 days thereafter, Owner will deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

#### 1.19 USE OF LOCAL LABOR AND BUSINESSES

- A. To the greatest extent possible, the Contractor shall utilize local labor and businesses.

#### 1.20 PREVAILING WAGE RATES

- A. BOLI wage rates shall prevail.
- B. Contractor shall comply with Oregon Bureau of Labor and Industries (BOLI) wage rates effective on the date of first advertisement and the applicable paragraphs of ORS 279C.800 through 279C.870. Copies of the above referenced prevailing wage rate publications are available electronically on the Internet at [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml) and upon request by calling (971) 673-0839.



1.21 CONTRACTOR REGISTRATION

- A. Oregon Construction Contractors Board Registration is required for contractors and subcontractors. No offer will be received or considered by the Owner for a public improvement contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 125-249-0230. This project does not require the Contractor to be licensed under ORS 468A.720 relating to asbestos.

1.22 PRE-BID CONFERENCE

- A. A Pre-bid Conference will be held at the time and place stated in the Invitation to Bid. Representatives of the Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. For bidders unable to attend the Pre-Bid Conference, site viewing will be available by arrangement with the City Engineer and Public Works Director.

1.23 PUBLIC WORKS BOND

- A. Contractor and every subcontractor must have a Public Works bond filed with the Construction Contractors Board before starting work on the Project, unless otherwise exempt. This bond is in addition to Performance Bond and Payment Bond requirements.

1.24 BUILDING PERMIT

- A. NOT REQUIRED.

1.25 CITY OF CARLTON PERMIT

- A. The Contractor shall obtain a permit from the City of Carlton.

1.26 SCA FUNDING

- A. Work associated with Schedule 1 is funded through the Small City Allotment (SCA) Program and is subject to Oregon Department of Transportation requirements.

END OF SECTION 00100



**SECTION 00300  
BID FORM**

PROJECT IDENTIFICATION

**City of Carlton  
2018 Paving Projects**

CONTRACT IDENTIFICATION AND NUMBER

N/A

1. BID RECIPIENT

1.01 THIS BID IS SUBMITTED TO:

- A. City of Carlton  
191 E. Main Street  
Carlton, OR 97111
- B. 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.

1.02 BIDDER'S ACKNOWLEDGEMENTS

- A. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.03 BIDDER'S REPRESENTATIONS

- A. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - 1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
6. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
7. 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.
8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with 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 the written resolution thereof by Engineer is acceptable to Bidder.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 BIDDER'S CERTIFICATIONS

- A. Bidder further certifies that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- B. Bidder agrees that they will meet the time schedule as set forth in the Agreement as to contract time.
- C. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to meet the allowed contract times.
- D. BOLI wage rates shall prevail. The undersigned certifies that they will comply with the provisions regarding prevailing wage rates required by ORS 279.350.

1.05 BASIS OF BID

- A. There are four bid schedules (1, 2, 3 and 4). The award will be awarded for one or more schedules, based upon which is in the best interest of the City. The City reserves the right to award the bid to a single Contractor, two Contractors, three Contractors or four Contractors. The four schedules are listed below.
  - 1. Schedule 1: Park Street Overlay.
  - 2. Schedule 2: Monroe Street Overlay.
  - 3. Schedule 3: Wilson and Pine Streets Half-Street Paving Improvements and Overlay
  - 4. Schedule 4: Kutch and Washington Streets Half-Street Paving Improvements and Overlay
- B. The following items are required for a complete Bid Package:
  - 1. Bid Form (00300)
  - 2. Acknowledgment of Addendums (00300)
  - 3. Bid Bond (00410)
  - 4. First-Tier Subcontractor Disclosure Form (00440)

1.06 BID SCHEDULES – 2018 Paving Projects

- A. Bidders to note that they may submit a bid under Schedule 1, 2 3, or 4 or any combination thereof.

1.07 BIDDER'S RESIDENCY

\_\_\_\_ The Bidder is a resident of the State of Oregon.

\_\_\_\_ The Bidder is a non-resident of the State of Oregon as defined below.

- A. A non-resident of Oregon is not one who has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in Oregon.

1.08 OREGON TAX LAWS

- A. The undersigned certifies that provisions of ORS 305.385, relating to Oregon tax laws will be complied with.

1.09 WORKERS COMPENSATION

- A. The undersigned certifies that the Bidder, its subcontractors, if any, and all employers which would work on this project are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

1.10 BID SECURITY

- A. Accompanying herewith is Bid Security; which is not less than five percent (5%) of the total amount of the Base Bid plus Additive Alternate Bids.

1.11 BID SECURITY FORFEITURE

- A. The undersigned further agrees that the Bid Security accompanying this Bid is left in escrow with the Owner; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named Agreement, and Performance and Payment Bonds, and that if the undersigned defaults in either executing the Agreement or providing the Performance and Payment Bonds within ten (10) days after receiving the contract forms, then the full value of the Bid Security may, at the Owner's option, become the property of the Owner; but if the Bid is not accepted within sixty (60) calendar days after the time set for the opening of the Bids or if the undersigned executes and timely delivers the said Agreement and Performance and Payment Bonds, the Security will be returned.

1.12 CONTRACT AND BOND

- A. The undersigned agrees, if awarded the Contract, to provide proof that the Contractor and all Subcontractors have Public Works bonds filed with the Construction Contractor

Board or are exempt under ORS 279C.800 to 279C.870, as amended by SB477. This shall be available to the City before starting Work.

1.13 PAYMENT AND PERFORMANCE BONDS

- A. The undersigned agrees, if awarded the Contract, to deliver to the Owner within ten (10) days after receiving the Contract forms an executed Agreement together with satisfactory Performance and Payment Bonds in the form provided in the bid documents in an amount equal to one hundred percent (100%) of the Contract Sum.

1.14 EMPLOYEE DRUG TESTING PROGRAM

- A. The undersigned certifies to have in-place a Qualifying Employee Drug Testing Program, pursuant to ORS 279C.505(2).

1.15 WAGE RATES

- A. The undersigned agrees, if awarded a Contract, to be bound by and comply with the provisions of ORS 279C.800 to 279C.870 pertaining to the payment of prevailing rates of Wage. BOLI wage rates are required on this contract.

1.16 SUBCONTRACTOR REGISTRATION

- A. The undersigned hereby certifies that all Subcontractors performing construction work as described in ORS 701.005(2) will be registered with the Construction Contractors Board prior to commencing work under this Contract.

1.17 NON-COLLUSION

- A. The undersigned hereby certifies that the bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition. The contents of the bid herein presented and made have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

1.18 NON DISCRIMINATION

- A. The undersigned certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

1.19 SCHEDULE 1 – PARK STREET OVERLAY

- A. The Work consists of grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 27,000 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation

removal, crushed rock, surface preparation, leveling course application, sawcutting, bar stop restriping, manhole rim adjustment, compaction and testing, with all appurtenances and services described in these contract documents.

- B. Bidder will complete the work on Schedule 1 in accordance with the Contract Documents for the following price:

**SCHEDULE 1 LUMP SUM BID \$ \_\_\_\_\_**

Schedule 1 Total Bid Price in Words \_\_\_\_\_

1.20 SCHEDULE 2 – MONROE STREET OVERLAY

- A. The Work consists of grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 11,400 square feet and rehabilitation of subgrade and pavement to approximately 224 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.

- B. Bidder will complete the work on Schedule 2 in accordance with the Contract Documents for the following price:

**SCHEDULE 2 LUMP SUM BID \$ \_\_\_\_\_**

Schedule 2 Total Bid Price in Words \_\_\_\_\_

1.21 SCHEDULE 3 – WILSON AND PINE STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY

- A. The Work consists of installation of 1-1/2” level 2 asphalt pavement overlay to approximately 3,300 square feet and new level 2 asphalt pavement to approximately 2,200 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.

- B. Bidder will complete the work on Schedule 3 in accordance with the Contract Documents for the following price:

**SCHEDULE 3 LUMP SUM BID \$ \_\_\_\_\_**



Schedule 3 Total Bid Price in Words \_\_\_\_\_

1.22 SCHEDULE 4 – KUTCH AND WASHINGTON STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY

- A. The Work consists of installation of 1-1/2” level 2 asphalt pavement overlay to approximately 1,500 square feet and new level 2 asphalt pavement to approximately 750 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, asphalt curbing, compaction and testing, with all appurtenances and services described in these contract documents.
- B. Bidder will complete the work on Schedule 4 in accordance with the Contract Documents for the following price:

**SCHEDULE 4 LUMP SUM BID \$** \_\_\_\_\_

Schedule 4 Total Bid Price in Words \_\_\_\_\_

1.23 BID SUBMITTAL

- A. The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 2018

1.24 CONTRACTORS' REGISTRATION

- A. Bids will not be received or considered unless the Bidder (Contractor) is licensed by the Construction Contractor’s Board as required by ORS 279C.365(1) (i).

Contractor's Registration Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited

Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Attest \_\_\_\_\_  
(*Signature of Corporate Secretary*)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of joint venture partner -- attach evidence of authority to sign*)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature -- attach evidence of authority to sign*)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

135-13914-16001-02

Phone and FAX Number, and Address for receipt of official communications:

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(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

**SECTION 00410  
BID BOND**

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

---

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

City of Carlton  
191 E. Main Street  
Carlton, OR 97111

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

**BIDDER**

**SURETY**

(Seal)

(Seal)

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

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

By:

\_\_\_\_\_  
Signature

By:

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

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

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

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION 00410





**SECTION 00420  
BIDDER'S QUALIFICATIONS**

1. GENERAL

The Bidder shall note that this is a lump sum bid. Upon request by the City Engineer Bidder shall provide qualifications information corresponding to the Bid Schedule submitted to demonstrate their responsibility, or their Bid may be rejected.

1.01 QUALIFICATION INFORMATION – LUMP SUM BID

- A. The Bidder shall furnish upon request information, including but not limited to and demonstrating ability and experience in performing work of similar type, complexity and value:
1. Contractor Experience: Due to the nature of the project, it is the intent of these specifications to obtain a first class product with emphasis on overall safety, quality and quality control, both during and after the construction process. Only Contractors experienced in the water pipeline installation, testing and commissioning are qualified to Bid on and construct this project. Contractors shall have successfully completed at least three (3) similar projects within the last seven (7) years.
  2. Quality Assurance Submittals: Upon request, a Bidder will be required to furnish a statement of experience indicating the above experience, a list of machinery, plant and other equipment available for the proposed work, and a financial statement, including a complete statement of the Contractor's financial ability and experience in performing similar work. The statement of the experience shall list the three (3) projects, description of the projects, and the name and telephone number of the project owner's representative. The Owner reserves the right to reject the bid by any Contractor who cannot provide the requested information to demonstrate they are a responsible bidder.
  3. Supplemental Information. Such additional information as the City Engineer may request that is relevant to a determination of the responsibility of the bidder.

END OF SECTION 00420



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
(OAR 137-049-360)**

PROJECT NAME                      2018 PAVING PROJECTS  
 BID CLOSING:                      Date: August 8, 2018                      Time: 2:00 p.m.  
 DISCLOSURE DEADLINE:        Date: August 8, 2018                      Time: 4:00 p.m.

This form must be submitted at the location and in the manner specified in the Invitation to Bid within two (2) working hours of the advertised bid closing date and time; no later than the DISCLOSURE DEADLINE stated above. Unless otherwise specified in the Invitation to Bid, this disclosure form shall either be submitted in the same envelope as the bid or shall be submitted in a separate sealed envelope clearly marked **“Disclosure Form for 2018 PAVING PROJECTS”** showing the date and time of the disclosure submittal deadline, as well as the Bidders name.

This form shall be submitted regardless of the bid total. Unless otherwise stated in the Invitation to Bid, this document shall not be faxed. It is the responsibility of the Bidder to submit this Disclosure Form and any additional sheets.

Deliver Form to: Dennis Durham, City Manager, at the City of Carlton City Hall, 191 East Main Street, Carlton, OR 97111

Person Designated to Receive Form: Dennis Durham.                      Phone: (503) 852-7575

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Is the bid total greater than \$100,000? YES  NO  (If NO, bidder is not required to provide 1<sup>st</sup> tier subcontractor information below).

Bids which are submitted by Bid Closing, but for which the separate and sealed Disclosure has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for award!

If bid total is greater than \$100,000, list below the Name, Address, and Category of work of each 1<sup>st</sup> tier subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter ‘NONE’ if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

1 <sup>st</sup> Tier Subcontractor Name	Subcontract Dollar Value	Category or Categories of Work Each Subcontractor will be Performing	**Subcontractor Oregon CCB #
NONE			

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

\*\*\*Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to “undertake, offer to undertake or submit a bid to do work” in the State of Oregon. Contractor registration “at the time the offer is made” is a matter of bid responsiveness under OAR 137-049-0230(1).

## **INSTRUCTIONS FOR FIRST-TIER SUBCONTRACTOR DISCLOSURE**

All Bidders are required to submit the First Tier Subcontractor Disclosure Form, regardless of the Bid Total.

In addition, when the contract value for a Public Improvement is greater than \$100,000, bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370(3)). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract within two (2) hours of bid closing:

- The subcontractor's name, and
- The dollar value of each subcontract, and
- The category or categories of work that each subcontractor will be performing

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the First Tier Subcontractor Disclosure Form and "NONE" has been entered as the default response. If subcontractors will be used, strike out "NONE" and enter the required subcontractor information.

To determine disclosure requirements, it is recommended that the Bidder disclose subcontract information for any subcontractor as follows:

- (1) Determine the lowest possible contract price. That will be the base bid amount (exclusive of any options that can only be exercised after contract award, if any).
- (2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (subcontractor base bid amount, exclusive of any options that can only be exercised after contract award, if any) are greater than or equal to:
  - (i) 5% of that lowest contract price, but at least \$15,000, or
  - (ii) \$350,000 regardless of the percentage.

Total all possible work for each subcontractor in making this determination (ie. if a subcontractor will provide \$15,000 worth of labor or labor and materials in one category of work and \$40,000 on another category of work, then the potential amount of subcontractor's labor or labor and materials is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 and the \$40,000).

**SUBMISSION.** A Bidder shall submit the disclosure form within two (2) working hours of Bid Closing in the manner specified by the Invitation to Bid. See instructions on the SUBCONTRACTOR DISCLOSURE FORM.

**RESPONSIVENESS.** Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370(3) is a matter of Responsiveness. As required by OAR 137-049-360(5), bids that are submitted by Bid Closing, but for which the separate and sealed Disclosure has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for Contract award.



**SECITON 00480  
NONCOLLUSION AFFIDAVIT CERTIFICATE**

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

The undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership, or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows:

City of Carlton, Oregon  
2018 Paving Projects

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Member

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

in and for the State of \_\_\_\_\_

County of \_\_\_\_\_

END OF SECTION 00480





**SECTION 00520  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

- A. SCHEDULE 1 – PARK STREET OVERLAY: Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 27,000 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, bar stop restriping, manhole rim adjustment, compaction and testing, with all appurtenances and services described in these contract documents.
- B. SCHEDULE 2 – MONROE STREET OVERLAY: Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 11,400 square feet and rehabilitation of subgrade and pavement to approximately 224 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.
- C. SCHEDULE 3 – WILSON AND PINE STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY: Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 3,300 square feet and new level 2 asphalt pavement to approximately 2,200 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.
- D. SCHEDULE 4 – KUTCH AND WASHINGTON STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY: Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 1,500 square feet and new level 2 asphalt pavement to approximately 750 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, asphalt curbing, compaction and testing, with all appurtenances and services described in these contract documents.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2018 Paving Projects.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Tetra Tech, Inc.
- 3.02 The Owner has retained Tetra Tech, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Final Completion Date:
  - A. Substantial Completion of the Work shall be within 45 calendar days of the NTP. Final Completion of the Work shall be 65 calendar days of the NTP.
- 4.03 Liquidated Damages
  - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
    - 1. Substantial Completion: Contractor shall pay Owner one thousand dollars (\$1,000) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
    - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner four hundred dollars (\$400) for each day that expires after such time until the Work is completed and ready for final payment.
    - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract: \$\_\_\_\_\_.
- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as Exhibit A.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### 6.01 Submittal and Processing of Payments

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

### 6.02 Progress Payments; Retainage

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95% percent of Work completed (with the balance being retainage).
- b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

### 6.03 Final Payment

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

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest in accordance with Oregon Revised Statutes Chapter 279C.570.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

- B. Contractor has visited the site, conducted a thorough, alert visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 11, inclusive).
  - 2. The Bid

3. Performance Bond (pages 1 to 2, inclusive).
  4. Payment Bond (pages 1 to 3, inclusive).
  5. Other bonds.
    - a. Bid Bond (pages 1 to 3, inclusive).
  6. General Conditions (pages 1 to 71, inclusive).
  7. Supplementary Conditions (pages 1 to 5, inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings consisting of 5 sheets with the Drawings listed on the enclosed sheet index.
  10. Addenda (numbers \_\_ to \_\_, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_ to \_\_, inclusive).
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 Terms

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

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

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

#### 10.04 Severability

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

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 One Year Maintenance and Warranty

- A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the Owner and at no cost to the Owner, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects

or damage occur within the warranty period. The one-year maintenance period required shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or system.

- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Owner to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the Contractor shall provide to the Owner written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
  - 1. Continuance of the contract performance bond at the original or a reduced amount.
  - 2. Maintenance bond in a format and with the conditions acceptable to the Owner.
  - 3. Cash deposit to the Owner's Treasury, with a treasurer's receipt acting as proof of surety.
  - 4. Other arrangements as may be proposed by the Contractor and accepted by the Owner.

#### 10.07 Other Provisions

- A. Pursuant to ORS 279C.505, Contractor shall:
  - 1. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the Work provided for in the Contract.
  - 2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or Subcontractor incurred in the performance of Work provided for in the Contract.
  - 3. Not permit any lien or claim to be filed or prosecuted against Owner on account of any labor or material furnished.
  - 4. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 5. Demonstrate an employee drug testing program is in place within their company.
- B. Pursuant to ORS 279C.510:
  - 1. If the Work includes demolition, Contractor and Subcontractors shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

2. If the Work includes lawn and landscape maintenance, Contractor and Subcontractors shall compost or mulch yard waste material at an approved site, if feasible or cost-effective.

C. Pursuant to ORS 279C.515:

1. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the Contract as such claim becomes due, Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
2. If Contractor or a First-Tier Subcontractor/Supplier fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within 30 days after receipt of payment from Owner or Contractor, Contractor or First-Tier Subcontractor/Supplier shall owe the person the amount due plus interest charges, commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or First-Tier Subcontractor/Supplier on the amount due shall equal three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from Owner or from Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
3. If Contractor, Subcontractor, or Supplier fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.580.

D. Pursuant to ORS 279C.520:

1. No person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
  - a. for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
  - b. for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
  - c. for all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
2. Contractor must give notice to employees who work on this Contract in writing, either at the time of hire or before commencement of work on this Contract, or by



posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- E. Pursuant to ORS 279C.530:
  - 1. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
  - 2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- F. Contractor shall comply with ORS 279C.540 relating to maximum hours of labor on public contracts,
- G. Contractor and all Subcontractors shall comply with ORS 279C.840 relating to payment of prevailing wage rates.
- H. Pursuant to ORS 279C.836:
  - 1. Unless exempt under ORS 279C.836(7) or (8), before starting work, Contractor shall file a public works bond with the Construction Contractors Board in the amount of \$30,000.
  - 2. Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless exempt under ORS 279C.836(7) or (8).
- I. Pursuant to ORS 279C.580:
  - 1. Contractor shall include in each subcontract for property or services entered into by Contractor and a First-Tier Subcontractor/Supplier the following:
    - a. A payment clause that obligates Contractor to pay the First-Tier Subcontractor/Supplier for satisfactory performance under its subcontract within ten days out of such amounts as are paid to Contractor by Owner under such Contract; and
    - b. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from Owner, to pay to the First-Tier Subcontractor/Supplier an interest penalty on amounts due in the case of this Article. Contractor or First-Tier Subcontractor/Supplier shall not be obligated to pay an interest penalty if the only reason that Contractor or First-Tier Subcontractor/Supplier did not make payment when payment was due is that Contractor or First-Tier Subcontractor/Supplier did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be as follows:

- 1) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
  - 2) Computed at the rate specified I ORS 279C.515(2).
2. Contractor shall include in each of its subcontracts, for the purpose of performance of the Work pertaining to the Contract, a provision requiring First-Tier Subcontractors/Suppliers to include a payment clause and an interest penalty clause conforming to the standards in ORS 279C.580(3) in each of its subcontracts and to require each of its Subcontractors/Suppliers to include such clauses in their subcontracts with each Lower-Tier Subcontractor or Supplier.
- J. Pursuant to ORS 279C.800 through 279C.870:
1. Contractor shall comply with Oregon Bureau of Labor and Industries (BOLI) wage rates effective on the date of first advertisement and the applicable paragraphs of ORS 279C.800 through 279C.870. Copies of the above referenced prevailing wage rate publications are available electronically on the internet at [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml) and upon request by calling (971) 673-0839.
- K. Contractor shall:
1. Cause a circular clearly printed in boldfaced 12-point type and containing a copy of ORS 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work.
  2. Maintain such Circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- L. Waiver. Whenever under this Agreement either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times that either party may have waived performance, requirement, or condition.
- M. The undersigned signing for Contractor warrants that the undersigned has the authority to sign on behalf of and bind the Contractor.

#### 10.08 Attorney Fees

In case suit or action is instituted to enforce any of the provisions of this Agreement, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action. If an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

135-13914-16001-02

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

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

OWNER:

CONTRACTOR:

CITY OF CARLTON  
\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

191 E. Main Street  
\_\_\_\_\_

\_\_\_\_\_

Carlton, OR 97111  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

END OF SECTION 00520



**PERFORMANCE BOND  
2018 PAVING PROJECTS  
FOR  
CITY OF CARLTON, OREGON**

AMOUNT \$ \_\_\_\_\_

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: that we, \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "PRINCIPAL") as PRINCIPAL, and the \_\_\_\_\_

\_\_\_\_\_ a corporation and existing under and by the virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Oregon (hereinafter called the "Surety") as Surety, are held and firmly bound unto the City of Carlton, a Municipal Corporation of the State of Oregon, (hereinafter called the "Obligee") in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money of the United States of America to be paid to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the PRINCIPAL will be constructing **2018 PAVING PROJECTS** improvements specified in an Agreement between \_\_\_\_\_ and Obligee, dated \_\_\_\_\_, 2018; and

Whereas it is expressly understood that the Principal is making these improvements to specifications and standards identified in the Agreement, and it is further understood that the PRINCIPAL will complete these improvements to the satisfaction of the Obligee.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Agreement and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and within the time prescribed therein, or as may be agreed in writing for good and sufficient cause, and until same is accepted in writing; and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the Obligee on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Accident Insurance Fund and all contributions or amounts due the State Un-employment Compensation Trust Fund incurred in the performance of said agreement and shall promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

The Surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the Agreement or to the work performed there under or the specifications accompanying the same shall in

any way affect the obligations of this bond, and hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

This bond is executed for the purpose of complying with Chapter 279C of Title 26, Oregon Revised Statutes, the provision of which are hereby incorporated herein and made a part hereof

IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature) Attorney-in-fact

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must NOT be prior to date of Contract.

If Principal is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Oregon.

**PAYMENT BOND  
2018 PAVING PROJECTS  
FOR  
CITY OF CARLTON, OREGON**

AMOUNT \$ \_\_\_\_\_

BOND NO. \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, hereinafter called

(Name of Contractor)

the PRINCIPAL, as Principal, and \_\_\_\_\_,

(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Carlton, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of: **2018 PAVING PROJECTS**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURETY above named within one hundred eighty (180) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed, or 180 days after the worker listed in a notice of claim filed by the Commissioner of the Bureau of Labor and Industries last provided labor Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURETY, or hand delivered at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; or as required by ORS 279C.605(2) within 200 days after the employee last provided labor or materials if the claim is for a required contribution to a fund of an employee benefit plan, (b) After the expiration of the later of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, or two years after the claimant or person last provided labor or materials or two years after the worker listed in the Oregon Bureau of Labor and Industries Commissioner's notice of claim last provided labor, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND or the contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts each one of which shall be deemed an original, this the \_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

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

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

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**(Attach Power of Attorney)**



NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.



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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

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

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### *2.02 Copies of Documents*

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

### *2.03 Before Starting Construction*

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

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

#### 2.05 *Initial Acceptance of Schedules*

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

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.



## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

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

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
    - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
    - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

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

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

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

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

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

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

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

### 5.01 *Availability of Lands*

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

### 5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

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

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and



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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

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

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

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

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

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

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this



Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

arising out of, or resulting from fire or other perils whether or not insured by Owner;  
and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Supervision and Superintendence*

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

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

#### 7.02 *Labor; Working Hours*

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

#### 7.03 *Services, Materials, and Equipment*

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

#### 7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

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

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

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

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

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

#### 7.08 *Permits*

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

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

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



any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

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

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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

Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### 8.01 *Other Work*

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

alter others' work with the written consent of Engineer and the others whose work will be affected.

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

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

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

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

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

### **9.02 *Replacement of Engineer***

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

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

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

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

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.



9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

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

#### 10.04 *Rejecting Defective Work*

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

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

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

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

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

#### 10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

#### 11.02 *Owner-Authorized Changes in the Work*

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

#### 11.03 *Unauthorized Changes in the Work*

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

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

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

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

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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

11.08 *Notification to Surety*

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

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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

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

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

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing



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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

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

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

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

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

### 13.02 Allowances

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

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

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

### 14.01 *Access to Work*

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

### 14.02 *Tests, Inspections, and Approvals*

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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

#### 14.03 *Defective Work*

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

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

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

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

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

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.



D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

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

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

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all disputes that Contractor believes are unsettled; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

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

### 16.02 *Owner May Terminate for Cause*

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

exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

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

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

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

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

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

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

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



18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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



**SECTION 00800  
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

**SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

Engineer is the designated employee of the Owner acting directly or through duly authorized representatives in the administrative management of the contract.

Provide--Wherever and whatever manner used, Provide shall be understood to mean provide complete in place, that is, furnish and install.

**ARTICLE 2 – PRELIMINARY MATTERS**

**SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:**

Owner shall furnish to the Contractor up to five copies of the Contract Documents including reduced size Drawings, and up to two copies of full size Drawings only. Additional copies will be furnished, upon written request, at the cost of reproduction, handling, and mailing, shipping, and delivery

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

**SC-5.03.B Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

A. No reports or drawings related to Subsurface and Physical Conditions at the Site are known to Owner.

**SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE****SC-6.02 Delete paragraph 6.02.B and replace with the following:**

- B. Bonds and insurance shall be written by companies licensed to do business in the State of Oregon and be satisfactory to the Owner.

**SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability	\$ <u>\$500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations Aggregate \$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 1,000,000

Each accident \$ 1,000,000

Property Damage:

Each accident \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ N.A.

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EJCDC® C-800, Guide to the Preparation of Supplementary Conditions.

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General Aggregate	\$ <u>N.A.</u>
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:	
Tetra Tech, Inc. City of Carlton, Oregon Yamhill County, Oregon	
7. Contractor's Professional Liability:	
Each Claim	\$ <u>N.A.</u>
Annual Aggregate	\$ <u>N.A.</u>

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

**SC-7.02.B Add the following new subparagraphs immediately after Paragraph 7.02.B:**

- 1. Regular working hours will be 7:00 am to 5:00 pm.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

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

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Owner at the site or assist Owner in observing the progress and quality of the Work.

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

**SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**ARTICLE 17 - FINAL RESOLUTION OF DISPUTES**

**SC-17.01 Delete Paragraph 17.01 in its entirety and insert the following in its place:**

17.01 Third Party Neutral Evaluation

- A. Engineer’s or Owner’s action under Paragraph 10 or 12 shall become final and binding 30 days after receipt of written notice of Engineer’s or Owner’s action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a third-party neutral as set forth below.
- B. Within 30 days of delivery of the written notice described in Paragraph SC 17.01.A, Owner and Contractor shall meet and agree on a qualified neutral individual to evaluate

the Claim and make a non-binding recommendation for its resolution. In the event the parties cannot so agree within this 30-day period, either party may request that the American Arbitration Association appoint a qualified third-party neutral.

- C. Within 30 days of the appointment of the third-party neutral, Owner, Contractor, and the neutral shall attend a meeting to discuss the Claim and provide the neutral with information and documentation for evaluation of the Claim.
- D. Within 30 days of the conclusion of the meeting described in SC 17.01.C, the neutral shall issue a non-binding recommendation for settlement, including a statement of the rationale and Contract provisions relied upon.
- E. The fees and expenses of the American Arbitration Association and the neutral shall be shared equally by Owner and Contractor.
- F. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10 or an Owner's denial of a claim under Paragraph 12 shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process.
- G. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC 17.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's or Owner's action or denial shall become final and binding.

#### 17.02 Arbitration:

- A. Subject to the provisions of Paragraph 17.01, if a Claim is not resolved through negotiation, the use of a third party neutral, or mediation, Owner shall have the exclusive option with regard to such Claim either to have the resolution of the Claim determined by an action in a court of law or by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Owner shall exercise said option by commencing a court action or by commencing an arbitration proceeding. If Contractor first commences a court action with respect to a dispute which Owner desires to have determined by arbitration, or an arbitration proceeding which Owner desires to have determined by a court action, Owner shall have the right to have said court action or arbitration proceeding, as the case may be, stayed if Owner within a reasonable time shall commence the arbitration proceeding or court action desired by Owner.
- B. If the elections afforded Owner herein are not enforceable, then Contractor and Owner shall be bound to arbitrate the Claim if the disputed amount is more than \$100,000, and litigate the Claim if they total a lesser amount.
- C. If the Claim is arbitrated, the provisions of Paragraphs 17.02.D through I shall apply.
- D. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof

(except for Claims which have been waived by the making or acceptance of final payment) including but not limited to those not resolved under the provisions of Paragraph SC-17.01 will be decided by arbitration, subject to the conditions and limitations of this Paragraph SC-17.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

- E. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or matter in question would be barred by the applicable statute of limitations.
- F. If, within a time frame that is more than 45 days prior to the agreed date for the hearing on the merits, and either party, in good faith, determines that a just adjudication of the matter requires involvement of a party or parties other than Owner and Contractor, and the third party(ies) refuses to be joined as a party in the arbitration, and cannot be compelled to join, then both Owner and Contractor agree that the statute of limitations with respect to the pending claims will be tolled and a lawsuit shall be initiated joining such third party(ies). Once the lawsuit has been filed and the parties served, the arbitration may be dismissed without prejudice, with the costs of the arbitrator and (if used) arbitration service split evenly between the parties.
- G. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- 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 Controlling Law relating to vacating or modifying an arbitral award.
- I. The fees and expenses of the arbitrators and any arbitration service utilized (which need not necessarily be the American Arbitration Association) shall be shared equally by Owner and Contractor.”

## **ARTICLE 18 - MISCELLANEOUS**

### **SC-18.07 Amend Article 18.07 to read as follows:**

18.07. Controlling Law and Jurisdiction. This Contract shall be governed in all respects by the laws of the State of Oregon. Jurisdiction and Venue for any litigation filed in connection with the Contract Documents shall lie in the Circuit Court in and for Yamhill County, Oregon, and not in any other state or federal court or forum.

END OF SECTION 00800





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**BOLI - STATE PREVAILING WAGE RATES**

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Prevailing wage rate booklets are published twice a year; usually in January and July. Amendments to the rates are published quarterly.

The prevailing wage rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.

Oregon BOLI wage rates are included by reference. For complete copies of the referenced wage rate publication(s), see

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml)



**SECTION 01010  
SUMMARY OF WORK**

1. GENERAL

1.01 DESCRIPTION OF WORK

A. The work covered by this contract includes furnishing of all labor, materials and equipment for construction of improvements to the 2018 Paving Projects shown on the Drawings and as specified in this document.

1. SCHEDULE 1 – PARK STREET OVERLAY: Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 27,000 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, bar stop restriping, manhole rim adjustment, compaction and testing, with all appurtenances and services described in these contract documents. The Contractor is responsible for obtaining a City of Carlton permit.
2. SCHEDULE 2 – MONROE STREET OVERLAY: Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 11,400 square feet and rehabilitation of subgrade and pavement to approximately 224 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents. The Contractor is responsible for obtaining a City of Carlton permit.
3. SCHEDULE 3 – WILSON AND PINE STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY: Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 3,300 square feet and new level 2 asphalt pavement to approximately 2,200 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents. The Contractor is responsible for obtaining a City of Carlton permit.
4. SCHEDULE 4 – KUTCH AND WASHINGTON STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY: Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 1,500 square feet and new level 2 asphalt pavement to approximately 750 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, asphalt curbing, compaction and testing, with all appurtenances and services described in these contract documents. The Contractor is responsible for obtaining a City of Carlton permit.

- B. The above description is for general information only. Provide all work required by the Contract Documents.

#### 1.02 CONTRACT DOCUMENTS

- A. The Contract Drawings indicate the general arrangement and location of asphalt placement. The exact location is subject to existing conditions. The Contractor shall field verify locations, dimensions, elevations, grades and structures.
- B. The Drawings are not to be scaled. All implied locations shall be determined at the site after field measurements have been taken.
- C. Should interferences or discrepancies prevent the installation of any part of the work, the Engineer shall be notified and will determine the steps necessary to complete the true development of the intent of the Drawings and Specifications.

#### 1.03 TIME OF COMMENCEMENT AND COMPLETION

- A. Notice to proceed: Within ten (10) days after the execution of the contract, written notice to proceed will be provided by the Owner to the Contractor or as required in the General Conditions. The Contractor shall begin the work upon receipt of the notice to proceed. Notwithstanding any other provision of the contract, the Owner shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed, whether or not the Owner has knowledge of the furnishing of work.
- B. The calendar work day count will commence on the date specified in the "Notice to Proceed or as required in the General Conditions."
- C. Substantial Completion
  - 1. Substantial completion of the Work and completion of all items of Work shall be as set forth in the Agreement.

#### 1.04 SPECIFICATIONS

- A. The following standard specifications, including current revisions and supplements may be referred to in these contract documents to establish minimum standards for materials, construction, and inspection procedures. Unless otherwise shown or specified, the provisions for measurement and payment contained in such standard specifications will not apply.

\_\_\_\_\_ Oregon Standard Specifications for Construction, 2018, as prepared by the Oregon State Department of Transportation (ODOT) and the Oregon State Chapter of the American Public Works Association (APWA).

\_\_\_\_\_ American Society for Testing Materials (ASTM).

\_\_\_\_\_ American Water Works Association (AWWA).

\_\_\_\_\_ American National Standard Institute (ANSI).

\_\_\_\_ National Association of Sewer Service Companies (NASSCO).

\_\_\_\_ Manual on Uniform Traffic Control Devices (MUTCD).

\_\_\_\_ City design standards and specifications.

- B. In case of conflict between the several parts of the specifications and between the various referenced standard specifications, the most stringent shall govern as determined by the Engineer. Where these specifications refer to recognized standards, such as ASTM, Federal Specifications, N.F.P.A., the reference shall be to the latest edition, unless specified otherwise.

#### 1.05 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS

- A. The Contractor will be supplied by the Owner up to two sets of full-size drawings and two sets of specifications, which include half-size drawings. At least one complete set of Contract Documents, including one full-size set of Drawings, shall be kept at the site of construction in good condition, and at all times available to the Owner and Engineer. Additional copies of the Contract Documents, if required, will be furnished by the Engineer at net cost of reproduction to the Contractor.

#### 1.06 COORDINATION OF WORK WITH OWNER AND OTHERS

- A. The Contractor shall coordinate the work with other contractors who may be working on and or in the project area and cooperate with them. The Contractor shall also coordinate the activities with the Owner.
- B. Delivery and testing of asphalt be coordinated with both the City of Carlton and the Engineer.

#### 1.07 PERMITS AND FEES

- A. The acquisition of all permits required, and payment of all fees, inspection charges, and other similar costs shall be the responsibility of the Contractor.

#### 1.08 EXISTING UTILITIES

- A. In general, the locations of existing major underground utilities and some minor utilities are indicated on the Drawings. This information has been obtained from utility maps and from oral descriptions provided by the various agencies involved. Owner does not guarantee the accuracy or completeness of this information, and it is to be understood that other above ground or underground facilities not shown on the Drawings may be encountered during the course of the work.
- B. Existing above ground utilities, including, but not limited to, power transmission and distribution, telephone, television and traffic control systems, whether shown on the Drawings or not, shall be protected as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities and to the Owner. No utilities shall be removed without notifying owners and operators of the utility.

- C. Existing major underground utilities and appurtenance structures, whether shown on the Drawings or not, shall be maintained, relocated, rerouted, removed and restored by the Contractor in a manner satisfactory to owners and operators of the utilities and to the Owner. In the following special cases, the Contractor will be reimbursed in accordance with Article 11 of the General Conditions for all costs of modifying, rerouting or relaying major underground utilities:
  - 1. An existing utility is shown on the Drawings as being above or below the pipeline or structure to be constructed under this contract, but is found during construction to be in conflict with the proposed work.
  - 2. An existing utility is shown on the Drawings in plan, but not in profile, and is found during construction to be in conflict with the proposed work.
  - 3. An existing utility is not shown on the Drawings, but is found during construction to be in conflict with the proposed work.
  - 4. An existing utility is not shown on the Drawings and is found during construction to cross or project into the allowable excavation for the proposed work at an angle of 30 degrees or less at any elevation.
- D. For the purposes of this section, an existing underground utility shall be considered to be in conflict with the proposed work if it crosses or projects into the allowable excavation for the proposed work at an elevation between the top and bottom of the proposed pipeline or structure.
- E. Minor underground utilities service lines, including, but not limited to sanitary and drainage service laterals up to eight inches in diameter, house or yard drains, electric or telephone services, catch basin leads serving the immediate intersection, shall be maintained, relocated, rerouted, removed and restored by the Contractor with least possible interference of such services, and in no case shall the interference of such service lines be considered for extra compensation under any of these special cases listed here and before.
- F. The right is reserved by owners of public utilities and franchises to enter upon any street, road, right-of-way or easement for the purpose of maintaining their property and for making necessary repairs or changes caused by the work.

#### 1.09 RESTORATION OF STRUCTURES AND SURFACES

- A. General: Whenever any of the work is accomplished on or through property other than that owned by the Owner, the Contractor shall furnish the Owner, before final acceptance of the work by the Owner, a written release from the subject property owner or proper authority citing for the owner of the property affected, stating that the restoration of structures and surfaces has been satisfactorily accomplished. If in the opinion of the Owner the release is arbitrarily withheld, the Owner may, at its sole discretion, accept the portion of the work involved and cause final payment therefore to be made.
- B. In addition to the requirements of any applicable utility permit, street use permit or franchise relating to this contract, the Contractor shall, as a minimum for any

restoration work, conform to standard plans and specifications of the agency which controls the use of the right-of-way in which this construction work is performed.

- C. Structures: The Contractor shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. He shall also repair all existing structures which may be damaged as a result of the work under this contract.
- D. All curbs, gutters, driveways, sidewalks and similar structures that are broken or damaged by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of material with the same finish and in not less than the same dimensions as the original work. All concrete shall be as specified herein unless otherwise indicated. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible.
- E. All roads and streets in which the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this contract, shall be resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces and shall be free of any loose material. Paving shall be as indicated and specified. Roadways used by the Contractor for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to the Contractor's operations.
- F. Cultivated areas and other surface improvements: All cultivated areas, either agricultural or lawns, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition.
- G. Existing stakes and marks: All section, section subdivision, property corners, plat, U.S.C. and G.S., U.S.G.S., and other official monuments or bench marks, shall be carefully preserved or replaced. In the event any such monument or marker is disturbed as a result of the Contractor's operations, the Contractor shall effect the replacement or resetting of the monument or marker in a manner satisfactory to the Engineer and shall provide a survey map to be recorded with the County. Replaced or reset monuments shall be of acceptable type and quality, and shall be, located so as to clear existing utilities or any other interferences. They shall be placed in a manner consistent with good and recognized engineering and surveying practices.
- H. All waterways, channels, drainage ditches, drains, culverts and similar facilities that are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition. Where necessary, the Contractor shall provide temporary facilities or temporarily realign such watercourses to maintain a continuously serviceable facility until it is restored to its original location and condition. Restoration of such facilities shall be as shown and specified.

1.10 LIMITS OF WORK

- A. The Contractor shall conduct construction operations in a manner to minimize the impact to surrounding area and property.

1.11 EXCESS MATERIALS AND DEBRIS

- A. Disposal of excess materials and debris shall comply with all local, State and Federal requirements.

1.12 OVERTIME

- A. The number of calendar days provided in the contract is admitted to be sufficient time to complete the project without overtime work. If the Engineer is required to pay overtime for observation or engineering on the contract as a result of the Contractors extended operations, as determined at the sole discretion of the Engineer, then the Engineer shall be reimbursed for all overtime hours at the rate of \$135.00 per hour. The Engineer shall inform the Owner of the overtime incurred for which the Owner shall reimburse the Engineer and deduct such sums from the next payment to the Contractor.

1.13 HOURS OF WORK

- A. The Contractor shall be provided access to the site from 7am to 5pm, Monday through Friday.

2. PRODUCTS (NOT USED)

3. EXECUTION (NOT USED)

END OF SECTION 01010



**SECTION 01014  
CONSTRUCTION SEQUENCE**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Schedule and conduct all work in a manner consistent with the Contract and comply with the Contract milestones, construction sequence, and constraints of the work as specified.

1.02 LIMITS OF CONSTRUCTION

- A. The Contractor shall refrain from working and staging of equipment or materials within the ODOT right-of-way.
- B. The Contractor shall coordinate the work to avoid any interference with adjacent property owners, residents, visitors and customers access within the work area.

1.03 CONSTRUCTION SEQUENCE AND CONSTRAINTS

- A. The following are requirements for the construction sequencing.
  - 1. The Contractor shall plan and implement all necessary and required erosion control and sedimentation measures prior to beginning work.
  - 2. The Contractor shall plan and implement all necessary and required traffic control while mobilizing, demobilizing, working or staging equipment within the roadway.

1.04 HOURS OF WORK

- A. The Contractor shall have access to the site from 7am to 5pm, Monday through Friday. No work on legal holidays shall be permitted without specific authorization from the Owner. If the Contractor intends to work weekends or extended days, then the City shall be notified 48 hours in advance.
- B. The Contractor shall submit a schedule of working hours in accordance with Section 00700. The Contractor shall reimburse the costs of Owner and other regulatory agencies for all overtime inspecting in accordance with Section 00700.
- C. The Contractor shall coordinate and schedule working hours with adjacent property owners and residents.

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2. PRODUCTS (NOT USED)
3. EXECUTION (NOT USED)

END OF SECTION 01014

**SECTION 01060  
REGULATORY AND SAFETY REQUIREMENTS**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies regulatory requirements applicable to this project that include, but shall not be limited to, the Department of Labor and Industries, Environmental Protection Agency, Occupational Safety and Health Administration (OSHA), Oregon OSHA, Bureau of Labor Industries, WRD, and other applicable federal, state and local governmental regulations.

1.02 WATER AND AIR POLLUTION CONTROL

- A. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality (DEQ), and other agencies of the State and Federal government, as well as, local Ordinances and Resolutions designed to prevent, control and abate water and air pollution.
- B. During all phases of the Work, or when directed, protect work sites, storage, and disposal areas from washout and erosion. Take precautions to control or abate dust nuisance and air pollution by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering work areas, and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.
- C. The Contractor is required to submit for approval an erosion control plan prior to the start of site work.

1.03 NOISE

- A. Measures shall be taken to minimize noise. The Contractor shall review the site and understand the relationship of the site to surrounding facilities.

1.04 SAFETY AND HEALTH REGULATIONS

- A. The Contractor shall comply with safety and health regulations for construction.

1.05 POSTING OF REGULATIONS

- A. The Contractor shall comply with all Oregon OSHA posting regulations.
- B. State and Federal Labor Law requirements.

1.06 RESPONSIBILITY FOR DAMAGE

- A. The Contractor shall bear sole responsibility for damage to completed portions of the project or to property located off the project caused by erosion, siltation, run-off, or other related items during the construction of the project.

- B. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater or other waters which may occur as a result of construction operations. The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and property damage.

2. PRODUCTS (NOT USED)

3. EXECUTION (NOT USED)

END OF SECTION 01060

**SECTION 01091  
REFERENCE STANDARDS**

1. GENERAL

1.01 QUALITY ASSURANCE

- A. Titles of sections and paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and are not to be used to define the limits of subcontracts.
- B. Applicable publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- D. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. Conflicts shall be brought to the attention of the Engineer for written clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- E. Applicable standard specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; (except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply).
- F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. The contractual relationship of the parties to the Contract, the duties and responsibilities of Owner, Contractor and Engineer mentioned in any reference document shall be governed by General Conditions contained herein.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. The following documents or agencies may be referenced in the Contract Documents.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ADC	Air Diffusion Council
AEIC	Associated Edison Illumination Companies
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturer's
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPA	American Sod Producers Association
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturer's Institute

CMA	Concrete Masonry Association
COE	Corp of Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturer's Association
DOE	Department of Ecology
DOT	Department of Transportation
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJCDC	Engineer's Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturer's Association
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
GA	Gypsum Association
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	Interstate Commerce Commission
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IMIA	International Masonry Industry All-Weather Council
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MFMA	Maple Flooring Manufacturer's Association
MIL	Military Specification
ML/SFA	Metal Lath/Steel Framing Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NGLI	National Lubricating Grease Institute
NMA	National Microfilm Association
NWMA	National Woodwork Manufacturers Association
OAC	Oregon Administrative Code
ODOT	Oregon Department of Transportation
OSHD	Oregon Department of Transportation - Highway Division

OSSC	Oregon Structural Specialty Code
OSEPA	Oregon State Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard
RCO	Revised Code of Oregon
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SDI	Steel Deck Institute
SDI	Steel Door Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

B. Standard Specifications

1. Where indicated in these Contract Documents, Work shall be in accordance with the referenced sections of the Oregon Standard Specifications for Construction, 2015, prepared by the Oregon State Department of Transportation and the Oregon State Chapter of the American Public Works Association, hereinafter referred to as "Standard Specifications."
2. The Specifications of these Contract Documents shall supersede any provisions of the Standard Specifications in conflict herewith.
3. Reference to measurements and payment in the Reference Specifications do not apply to this Contract.
4. References to Engineer, department, secretary, State or other similar terms in the Standard Specifications shall mean Owner.



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2. PRODUCTS (NOT USED)
3. EXECUTION (NOT USED)

END OF SECTION 01091



**SECTION 01150  
MEASUREMENT AND PAYMENT**

1. GENERAL

1.01 MEASUREMENT AND PAYMENT AND DESCRIPTION OF BID ITEMS

A. Partial payment of bid items shall be in conformance with the General Conditions. Partial payment for work completed, and materials on site, which will become an integral part of the finished work, shall be determined by the Owner and shall be made on the basis of duly certified and approved estimates of the work, which, in the opinion of the Owner, has been satisfactorily completed. It is understood that the determination by the Owner as to whether or not a certificate or estimate for payment should be issued, or the amount of said payment, shall be based entirely upon the opinion of the Owner. Said determination shall include without limitation the following factors:

1. All phases of the work being accomplished in a proper manner and being pursued in a proper sequence of operation, particularly with regard to testing, clean-up and surface restoration.
2. The observance by the Contractor of the requirement that all work and operations be preceded by necessary submittals and approvals.
3. On the monthly estimates, partial payments for work performed but not completed, may be made in accordance with the following schedule, except as otherwise noted in the specifications:

Cost of material delivered to the site.	95% of the invoice cost of the material.
Materials installed, backfilled and compacted, prior to testing.	95% of unit price for material in place.
Clean-up and surface restoration completed.	95% of unit price.
Testing and Startup Completed	100% of unit price upon satisfactory completion.

4. Retainage will be deducted from the above amounts as specified in the Contract Agreement.

B. The contract price shall constitute full compensation for furnishing all plant, labor, equipment and materials, and performing all operations required to complete the work, as specified, and as shown on the drawings, or as otherwise directed.

1.02 BID ITEMS

A. SCHEDULE 1 – PARK STREET OVERLAY – LUMP SUM

Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 27,000 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, bar stop restriping, manhole rim adjustment, compaction and testing, with all appurtenances and services described in these contract documents.

B. SCHEDULE 2 – MONROE STREET OVERLAY – LUMP SUM

Provide grinding and installation of a 1-1/2” level 2 asphalt pavement overlay to approximately 11,400 square feet and rehabilitation of subgrade and pavement to approximately 224 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.

C. SCHEDULE 3 – WILSON AND PINE STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY – LUMP SUM

Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 3,300 square feet and new level 2 asphalt pavement to approximately 2,200 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, compaction and testing, with all appurtenances and services described in these contract documents.

D. SCHEDULE 4 – KUTCH AND WASHINGTON STREETS HALF-STREET PAVING IMPROVEMENTS AND OVERLAY – LUMP SUM

Provide installation of 1-1/2” level 2 asphalt pavement overlay to approximately 1,500 square feet and new level 2 asphalt pavement to approximately 750 square feet of residential street, including mobilization/demobilization, permits, traffic control, erosion control, vegetation removal, sign relocation, crushed rock, surface preparation, leveling course application, sawcutting, asphalt curbing, compaction and testing, with all appurtenances and services described in these contract documents.

2. PRODUCTS (NOT USED)

3. EXECUTION (NOT USED)

END OF SECTION 01150

**SECTION 01200  
ADMINISTRATIVE PROCEDURES**

1. GENERAL

1.01 GENERAL

- A. Project meetings will be held to accomplish the following:
  - 1. Coordinate the work of the project.
  - 2. Establish a sound working relationship between the Contractor and the Engineer.
  - 3. Establish sound working procedures.
  - 4. Review job progress, quality of work and approval and delivery of materials.
  - 5. Expedite the work to completion within the scheduled time limit.

1.02 PRECONSTRUCTION CONFERENCE

- A. The Engineer will call for the preconstruction conference at the Public Work Building. He/she will notify all parties concerned of the time and place of the meeting.
- B. The meeting will be conducted by the Engineer. In order to ensure completeness, uniformity and orderly procedures, an agenda for the meeting will be developed.
- C. Meeting minutes will be taken by the Engineer.

1.03 BI-WEEKLY JOB MEETINGS

- A. Unless otherwise directed, bi-weekly job meetings will be held by the City. Present at these meetings shall be the Contractor or his duly authorized representative, such subcontractor's representatives as may be needed, the Engineer and other interested parties, such as public utility, local government representatives and suppliers when needed.
- B. The specific purpose of the bi-weekly meetings is to coordinate the efforts of all concerned so that the project progresses without delay to "on time" completion, with the least inconvenience.
- C. The meetings will be held at the project site.

2. PRODUCTS (NOT USED)

3. EXECUTION (NOT USED)

END OF SECTION 01200



**SECTION 01300  
SUBMITTALS**

1. GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other provisions pertaining to submittals are included in the General Conditions, the Supplementary General Conditions and in the various sections of the specifications.

1.02 SUBMITTAL REQUIREMENTS

A. General:

1. Wherever submittals are required in the Contract Documents, submit them to the Engineer. Electronic submittals in a word-searchable format are acceptable.
  - a. All submittals shall be identified by project title and number and shall include Contractor's name, date and revision date. In addition, shop drawings, product data and samples shall include names of subcontractor and supplier, applicable specification section number and Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
2. All submittals shall be accompanied by a submittal transmittal form. Equipment numbers shall be listed for items being submitted. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
3. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittal shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals; i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.
4. Submittal Completeness: Submittals which do not have all the information required to be submitted are not acceptable and will be returned without review.

- B. Shop Drawings: Submit 5 copies of each shop drawing required by the Specifications. Show the information, dimensions, connections and other details necessary to ensure that the shop drawings accurately interpret the contract documents. Show adjoining work in such detail as required to indicate proper connections. Where adjoining

connected work requires shop drawings or product data, submit such information for review at the same time so that connections can be accurately checked.

- C. Product Data: Submit 5 copies of each item of product data required by the specifications. Modify product data by deleting information which is not applicable to the project or by marking each copy to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project. It is recognized that in some cases manufacturer's product data will be adequate and further shop drawings as stated in the specifications may not be required, unless requested by the Engineer.
- D. Samples
  - 1. Submit 2 (unless specific number is specified) of each sample required by the specifications. Samples shall show the quality, type, range of color, finish and texture of the material intended to be furnished for the Work.
  - 2. Samples shall become the property of the Owner unless specifically stated otherwise, and will not be incorporated in the Work.
- E. Review Procedure: Unless otherwise specified, within 21 days after receipt of the submittal, the Engineer will review the submittal. The returned submittal will indicate one of the following actions:
  - 1. If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the Drawings and Specifications, submittal copies will be marked "NO EXCEPTION TAKEN" and given review action 1. In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  - 2. If the review indicates that limited corrections are required, copies will be marked "NOTE MARKINGS" and given review action 2. The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided; otherwise no further action is required.
  - 3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "COMMENTS ATTACHED". If the comments are of a nature that can be confirmed without a resubmittal, copies will be further marked "CONFIRM" and given review action 3. If the comments require a revision and resubmittal, copies will be further marked "RESUBMIT" and given review action 4. Except at its own risk, the Contractor shall not undertake work covered by this submittal until the attached comments have been either confirmed by a separate written communication or the submittal has been revised, resubmitted and returned marked with "NO EXCEPTIONS TAKEN" or "NOTE MARKINGS".



4. If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the Drawings and Specifications, copies of the submittal will be marked "REJECTED" and given review action 5. Except at its own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "NOTE MARKINGS".
- F. Effects of Review of Contractor's Submittals: Review of Drawings, method of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer on behalf of the Owner, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "NOTE MARKINGS" shall mean that the Engineer has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

### 1.03 SCHEDULE

- A. The Contractor shall provide the following schedules and submit them not later than 10 days after notice to proceed.
1. Contractor's construction schedule:
    - a. The Contractor will be required to prepare and submit to the Engineer for review an overall construction schedule covering all work to be performed.
    - b. The schedule shall indicate the sequence of the work, the time of starting and completion of each part and the installation dates for major items.
    - c. The schedule shall be submitted to the Engineer for review. This schedule shall be revised and resubmitted as necessary until it is acceptable to the Engineer. Action on payment requests will be contingent upon receipt of an acceptable construction schedule.
    - d. The construction schedule shall include, but not be limited to, the following items:
      - 1) Shop drawing receipt from Contractor, submitted to Engineer, review and return to Contractor.
      - 2) Material and equipment order, delivery and installation and check-out.
      - 3) Piping installation.
      - 4) Backfilling, grading, seeding and paving.
      - 5) Earthwork.

- 6) Critical activities.
  - 7) Road closure duration.
  - 8) Traffic rerouting
  - 9) Subcontractor's item of work.
  - 10) Intertie connections.
  - 11) Final cleanup.
  - 12) Testing activities.
  - 13) Allowance for inclement weather.
- e. The construction schedule shall be a series of line diagram showing a step by step sequence of each construction activity. Construction activities proceeding simultaneously should be shown as parallel lines. Each activity shall be labeled and the estimated number of days to complete the activity shall be shown on the schedule.
  - f. Should the Contractor fail to meet any critical dates within the schedule, the Contractor shall immediately undertake appropriate action, which shall assure an acceptable return to the approved construction schedule.
  - g. The Contractor will be required to accept the risk of any delays caused by the rate of progress of the Work to be performed under the above contract, and that in the event the Contractor is delayed in the prosecution and completion of his Work because of such conditions, he shall have no claim for damages or contract adjustment.
2. Contractor's list of subcontractors: Establish the items of work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, and the date proposed to award each subcontract.
  3. Schedule of submittals: Establish for each item for which shop drawings, product data or samples are required, the date of submission will be made and the date approval is required for the installation to be completed in accordance with the Construction Schedule.
  4. The Contractor's list of subcontractors and schedule of submittals shall be based upon the Contractor's progress schedule so that the work can progress in accordance with the approved progress schedule.
- B. The Contractor shall immediately advise the Engineer of any proposed changes in his submitted schedules. If, in the opinion of the Engineer, any submitted schedule is inadequate to ensure completion of work within the time limit, or is otherwise not in accordance with the specification, or if the work is not being adequately or properly

prosecuted in any respect, the Engineer shall have the right to require the Contractor to submit new schedules providing for proper and timely completion of the work.

- C. During the term of this Contract, the Engineer may require any schedule to be modified so that the changes in the Work of this Contract or related contracts (if any) are properly reflected in the schedule.

#### 1.04 DETAILED BREAKDOWN OF LUMP SUM PRICES

- A. Provide Schedule of Values in accordance with Section 01370.

- 2. PRODUCTS (NOT USED)
- 3. EXECUTION (NOT USED)

END OF SECTION 01300



**SECTION 01370  
SCHEDULE OF VALUES**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Contractor to submit to the Engineer a Schedule of Values allocated to the various portions of the work, within 15 days after Award of Contract.
- B. Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Payment for work shall not be made until a Schedule of Values has been accepted by the Engineer.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8½ -inch by 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
  - 1. Title of project and location.
  - 2. Engineer and project number.
  - 3. Name and address of Contractor.
  - 4. Date of submission.
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing value for progress payments during construction.
- C. Follow the table of contents of this project manual as the format for listing component items.
- D. For each major line item list subvalues of major products or operations under the item.
- E. For the various portions of the work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

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2. For items on which progress payments will be requested for stored materials, break down the values into:

a. The cost of the materials, delivered and unloaded, with taxes paid.

b. The total installed value.

F. The sum of all values listed in the schedule shall equal the total contract sum.

### 1.03 REVIEW AND RESUBMITTAL

A. After review by Engineer revise and resubmit schedule as required.

B. Resubmit revised schedules in same manner.

END OF SECTION 01370

**SECTION 01400  
QUALITY CONTROL**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Work under this Section includes all testing required by the Contract as specified herein and further specified in the technical sections.

1.02 BUILDING CODE - NA

1.03 TESTING METHODS

- A. All tests shall be made in accordance with commonly recognized standards of national organizations unless alternate specific testing methods are set forth in the technical specifications.

1.04 COSTS

- A. The Contractor shall employ and pay for an independent testing laboratory to perform all testing services as specified in the technical sections. Additional inspection and tests required because of defective work or ill-timed notices are performed at the Contractor's expense.

1.05 QUALITY ASSURANCE

- A. Samples: The Contractor shall supply samples if and when required by the Specifications or the Engineer. These samples or test specimens shall be prepared and furnished with information as to their source in such quantities and size as may be required for proper examination and tests, with all freight charges prepaid. All samples shall be submitted before shipment of materials to the site of the work and in ample time to permit the making of proper tests, analysis, examination, rejections and resubmissions before the time required to incorporate the materials into the work. No such materials shall be used in Work until they have been reviewed in writing by the Engineer. Samples of materials will be retained by the Engineer for reference and comparison purposes.
- B. Certification: Producers and associations which have instituted approved systems of quality control and have been approved by the building department may submit certifications of compliance in lieu of further testing.

1.06 TESTING LABORATORIES

- A. The Contractor shall submit to the Engineer, for review and approval, the names of the testing laboratories he proposes to use in the work.

#### 1.07 CONTRACTOR'S RESPONSIBILITY

- A. Access: Furnish free access to various parts of the Work and assist testing inspection personnel in performance of their duties at no additional cost to the Owner
- B. Concealed Work: When directed by the Engineer, the Contractor shall open for inspection any part of the work which has been concealed. Should the Contractor refuse or neglect such a request, the Owner may employ any other person to open up the same or do so himself. If any parts of the Work have been concealed in violation of the Engineer's instructions or, if on being opened, it is found not to be in accordance with the terms of the Contract Documents, the expense of opening and recovering, whether done by the Contractor or not, shall be charged to the Contractor.
- C. Data: Furnish samples, records, drawings, certificates and similar data as may be required by testing and inspection personnel to assure compliance with the Contract Documents
- D. Notices: The Contractor shall notify the Engineer not less than 48 hours before Work requiring inspection is started. The Contractor shall schedule portions of the Work requiring inspection and additional testing by the Engineer, so that the agency's time on the project is continuous and as brief as possible. Provide notice to the Engineer 48 hours prior to concealment.

#### 1.08 INSPECTORS

- A. Appointment: The Engineer or Owner may appoint inspectors to inspect any and all portions of the Work. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of materials to be used.
- B. Authority of Inspector: Inspectors are not authorized to revoke, alter, enlarge or relax the provisions of the Contract Documents, and the inspector is placed on the Work to keep the Engineer informed as to the progress of the Work and the manner in which it is being done. He may also call the attention of the Contractor to any deviations from the Drawings or Specifications. Failure of the inspector or the Engineer to call the attention of the Contractor to faulty work or deviation from the Contract Documents shall not constitute acceptance of said Work. An inspector is not authorized to approve or accept any portions of the Work or to issue instructions contrary to the Contract Documents. The inspector will exercise only such additional authority as may be specially delegated to him by the Engineer, notice of which will be given in writing to the Contractor.
- C. Work associated with Schedule 1 is subject to inspection and approval by the Oregon Department of Transportation.

#### 1.09 TEST REPORTS

- A. Independent testing and inspection agency and/or agencies will prepare logs, test reports and certificates applicable to specific tests and inspections. Reports shall include description of method of test, identification of samples and portions of the Work tested. They shall state description of location of Work, time and date of obtaining and testing samples, weather and climatic conditions, and evaluation of



results of tests, including recommendations for action. As a minimum, the following copies shall be submitted.

Owner	-	1
Engineer	-	1
Contractor	-	1

1.10 DEFECTIVE WORK

- A. Remove and replace any Work found defective or not complying with requirements of Contract Documents at no additional cost to the Owner.
- B. Work will be checked as it progresses, but failure to detect any defective Work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Engineer for final acceptance.

END OF SECTION 01400



**SECTION 01500  
TEMPORARY FACILITIES AND CONTROLS**

1. GENERAL

1.01 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall comply with all rules and regulations of the City, State and County authorities regarding the closing of public streets or highways to the use of public traffic. No roads shall be closed to the public except by express permission of the Engineer. The Contractor shall conduct the work so as to ensure the least possible obstruction to traffic and normal commercial pursuits.
- B. Contractor shall protect all obstructions within traveled roadways with approved signs, barricades and lights where necessary or where ordered by the Engineer for the safety of the public. The convenience of the general public and residents along the Work area, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- C. Whenever the Contractor's operations create a hazardous condition, he shall furnish flagperson and guards as necessary to give adequate warning to the public of any dangerous condition encountered.
- D. The Contractor shall patrol daily the traffic control area and reset all disturbed signs and traffic control devices immediately. All nonapplicable signs shall be removed or covered during periods not required. All signs and barricades necessary for nighttime traffic control shall be fully reflectorized. The Contractor shall provide and maintain, at his own expense, all labor, tools, materials, and equipment required to maintain traffic, including flagging.
- E. The Contractor shall coordinate with homeowners with regard to access to their homes. Provide 48 hours notice that access to their homes will be disrupted due to construction, and provide an estimated time that the driveway will be operational.
- F. During non-working hours, all driveways and access to parking lots shall be open. Provide bridging, temporary backfill, temporary pavement as needed.
- G. Coordinate traffic, street parking and private residence access issues with the City.

1.02 CONSTRUCTION UTILITIES AND MISCELLANEOUS FACILITIES

- A. General: The Contractor shall provide the temporary facilities and controls as hereinafter specified and as required by law.
- B. Power: Unless otherwise specified, the Contractor shall provide all necessary power and special connections to power lines.

- C. Water: Limited potable water is available for the Contractor's use on the Work site and shall be coordinated with the City operator. The Contractor shall provide for additional water if necessary for its operations.
- D. Sanitary Facilities: The Contractor shall provide adequate toilet facilities for all workmen employed on the project. The Contractor shall maintain the same in a sanitary condition from the beginning of the Work until completion and shall then remove the facilities and disinfect the premises. All portions of the Work shall be maintained at all times in a sanitary condition.
- E. Equipment Storage: The Contractor shall be responsible for storing equipment and materials.
- F. Constructions Signs: No commercial or advertising signs shall be allowed on the site of the Work.

#### 1.03 BARRIERS

- A. The Contractor shall erect and maintain guardrails or other suitable barriers where required.

#### 1.04 FIRE PREVENTION CONTROL

- A. General: Take all precautions necessary and required to prevent fires. Comply with the requirements of local authorities having jurisdiction.
- B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriter's Laboratory approved containers.
- C. Provide and maintain a 20-pound capacity, dry-chemical type fire extinguisher in the immediate vicinity of the Work when welding tools or torches of any type are in use.
- D. Do not use volatile liquids for cleaning agents or fuels for motorized equipment or tools within building, except with the written approval of the Engineer.
- E. Tarpaulins shall be securely anchored and flameproofed when attached to any wood scaffolding and when used to enclose any portion of a building.

#### 1.05 POLLUTION CONTROL

- A. The Contractor shall not dispose of volatile fluid wastes (such as mineral spirits, oil or paint thinner), or any other wastes that are prohibited by local, state and federal ordinances, into storm or sanitary system or into streams or waterways.

#### 1.06 RUBBISH REMOVAL

- A. General:
  - 1. Clean up the debris resulting from Work at least once a day and more often if it interferes with the Work of others or presents a fire hazard. Closely pile debris where directed.

2. Remove and dispose of all debris at once if it presents a fire hazard or when directed.

1.07 DISCONTINUANCE, CHANGES, AND REMOVAL

- A. When directed and no longer required, remove the temporary facilities specified herein. If any of the permanent systems are used for temporary facilities, restore them to "as new" condition. Material used for temporary facilities, which are removed, shall become the property of the Contractor, which shall be removed from the site by the Contractor.

1.08 SECURITY

- A. The Contractor is responsible for security of his own operations at all times.

1.09 TRAFFIC CONTROL

- A. The Contractor, at the Contractor's own expense, shall furnish, install, and maintain all barricades, construction signs, warning signs, and detour signs and provide all flagging as necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations.
- B. The Contractor shall check daily the traffic control devices and reset all disturbed signs, barricades, and traffic control devices immediately. All nonapplicable signs shall be removed or covered during periods not required. All signs and barricades necessary for nighttime traffic control shall be fully reflectorized.
- C. The Contractor shall comply with all rules and regulations of State and City authorities regarding the closing of public streets to the use of public traffic. No roads or lanes shall be closed to the public except by express permission from the City and Yamhill County.
- D. The Contractor shall submit a traffic controls plan to the City for review and acceptance. The plan and traffic control devices shall be generally in accordance with the requirements and illustrations in the Manual of Uniform Traffic Control Devices (MUTCD) current edition, and the Oregon Department of Transportation (ODOT)/American Public Works Association (APWA) joint standard specifications (latest edition).
- E. The Contractor shall notify agencies that will be impacted by the change in traffic control a minimum of 48 hours in advance. The agencies shall include:
  1. Fire Department
  2. Police Department
  3. School District
  4. Public Works Department and City Hall
  5. U.S. Postal Service

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- F. One lane of traffic shall be open at all times. During non-working hours, two lane traffic shall be maintained in its original alignment and configuration. Provide backfilling, temporary pavement or bridging as needed to maintain the two-way traffic.
- G. During all detours and/or street or lane closures, the Contractor shall provide for movement of emergency vehicles through the work area. It is essential that the Contractor's work and equipment does not impede egress from any fire or police station to other areas of their service area.

END OF SECTION 01500

**SECTION 01600  
MATERIAL AND EQUIPMENT**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. This section includes general requirements pertaining to materials and equipment. Any such requirements as may be specified elsewhere or required by law are additional to the provisions included in this section.

1.02 SOURCE OF MATERIALS

- A. No source has been provided for any of the materials required for construction of this project. The Contractor shall make his own arrangements to obtain this material at his own expense and all costs of acquiring, producing and placing this material in the finished work will be considered incidental to the bid item involved.

1.03 QUALITY AND QUANTITY

- A. Material and Equipment: Material and equipment shall be new and of a quality equal to that specified or accepted, and shall be furnished in quantities required to avoid delays in the progress of the Work. Mechanical and electrical equipment shall be the products of established manufacturers of good reputation regularly engaged in the fabrication of such equipment.
- B. The Work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance, minimum cost of maintenance, and construction of future alternations and additions. It shall be so executed that the completed work will conform and adjust itself to any existing installation.
- C. When Materials are Specified: When materials are specified to conform to ASTM, Federal, or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

1.04 TRANSPORTATION AND HANDLING

- A. Factory-Packed Products: Factory-packed products shall be delivered in the manufacturer's original containers.
- B. Products: Products shall be transported and handled in such a manner as to prevent their damage.
- C. Arrangements: Arrange for delivery of products within the time limits established by the Engineer.

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- D. Furnish: Furnish workmen to receive and unload products delivered to the site. Do not deliver, or have delivered, any products to the site unless such forces are available.

1.05 STORAGE AND PROTECTION

- A. Neatly Pile, Store, and Protect: Neatly pile, store, and protect products in safe locations.
- B. Protect: Protect products subject to damage by temperature or other weather conditions.

END OF SECTION01600



**SECTION 01700  
PROJECT CLOSEOUT**

1. GENERAL

1.01 SUMMARY

A. Section Includes:

1. Description of procedures to be followed and related work required to accomplish an orderly transfer of project deliverables from the Contractor to the Owner.

1.02 DEFINITIONS

- A. Punch List: The stated qualification accompanying either the Engineer's Certificate of Substantial Completion or the Certificate of Final Payment, or any list of construction items found to be deficient or incomplete through review of the Work by Engineer and communicated in writing to Contractor at any time during the Contract Period.
- B. Substantial Completion: See Sections 00700 and 00800.
- C. Record Drawings: Drawings showing changes made during actual construction.

1.03 FINAL CLEANUP

- A. The Contractor shall promptly remove from the vicinity of the Work all rubbish, unused materials, concrete forms, construction equipment and temporary structures and facilities used during construction. Final acceptance of the Work will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.04 SUBMITTALS

A. Substantial Completion:

1. Contractor to notify Engineer that the Contractor considers the Work as a whole or portions of the Work, in the form of Project Classified Systems, to be Substantial Completion and request for a Substantial Completion inspection. The Contractor shall attach to this notice a list of all work items that remain to be completed and defective work that remains to be corrected.
2. Record Drawings.
3. A list of Work by Project Classified Systems not to be considered for Substantial Completion.

B. Final Completion:

1. Contractor to notify Engineer that the Contractor considers the entire Work to have progressed to final completion.
2. When final completion and Substantial Completion are coincidental:
  - a. Submittals required for Substantial Completion,
  - b. Completed record drawings,
  - c. Lien waivers, if requested by Owner,
  - d. Accepted final operation and maintenance manuals, and
  - e. Certification that all subcontractors and suppliers have been paid.
3. When final completion does not coincide with Substantial Completion:
  - a. Substantial Completion submittals for portions of the Work not previously considered substantially complete, if any,
  - b. Completed record drawings,
  - c. Lien waivers, if required by Owner,
  - d. Accepted final operation and maintenance manuals, and
  - e. Certification that all subcontractors and suppliers have been paid.

1.04 WRITTEN GUARANTEES

- A. Written guarantees, in duplicate, addressed to the Owner, but submitted to the Engineer.
  1. Guarantee by Contractor: Guarantee by Contractor covering the entire work for the 1-year period from date of certificate of substantial completion as specified hereinbefore. Letter to be substantially as follows:

(Re: Project)

(Owner) (Address)

Gentlemen:

"I (We) the undersigned do hereby guarantee for a period of one year(s) from date of certificate of substantial completion all work performed under the terms of the contract documents. I (We) will remedy at my (our) expenses any defects appearing during that period due to poor materials or

workmanship and will pay for any damage to other work resulting from occurrence of said defects or the correction of same. The Contractor agrees to maintain the Performance Bond through the guarantee period.

This guarantee shall not be interpreted as holding the Contractor responsible for any deterioration of the work due to normal use or the abuse of the work by the Owner.

Very truly yours,

\_\_\_\_\_ Contractor

2. A guarantee bond for the face value of the contract shall be provided to the Owner for the one-year guaranteed period."

2. PRODUCTS (NOT USED)

3. EXECUTION

3.01 SUBSTANTIAL COMPLETION, ADJUSTMENT AND RELEASE OF RETAINAGE

- A. When the Work is found to be in a state of Substantial Completion with stated qualifications:
  1. Engineer will determine the value of the punch list work using either the project approved schedule of values or other method at their discretion.
  2. The value of incomplete work will be multiplied by 2 and retainage reduced to that amount.
- B. No partial payments for the Substantial Completion retainage will be allowed.
- C. The Substantial Completion retainage will be released with final payment.

3.02 DELIVERY OF EXTRA MATERIALS AND SPARE PARTS - NA

3.03 INSPECTION FOR FINAL ACCEPTANCE AND PAYMENT

- A. When the items of Work on the punch list(s) have been completed, and Contractor considers the Work of the entire project is complete, he shall submit written certification that:
  1. Contract Documents have been reviewed.
  2. Work has been inspected for compliance with Contract Documents.
  3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in the presence of Owner's representative and are operational.

5. Work is completed and ready for final inspection.
- B. Engineer and Owner will make an inspection with the Contractor to verify the status of completion within five calendar days after receipt of such certification.
  - C. Should Engineer consider that the Work is incomplete or defective, the following actions will occur:
    1. Engineer: Notify the Contractor in writing within five calendar days listing the incomplete or defective Work.
    2. Contractor: Remedy the stated deficiencies and send a second written certification to Engineer that the Work is complete.
    3. Engineer will reinspect the Work.
  - D. When Engineer finds the Work acceptable in accordance with the Contract Documents, Engineer requests Contractor to make closeout submittals.

#### 3.04 FINAL APPLICATION FOR PAYMENT

- A. Complete demobilization prior to submitting final application for payment.
- B. Submit final application for payment in accordance with procedures and requirements stated in the Conditions of the Contract.
- C. Engineer will review application and recommend final payment within five calendar days of receipt of application.

END OF SECTION 01700

**SECTION 02100  
SITE PREPARATION**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work covered in this section shall consist of clearing, sawcutting and removal of asphalt, removal and disposal of debris and spoils, and cleanup necessary for construction as shown on the Drawings and specified herein.

1.02 PROTECTION OF ADJACENT SURFACES

- A. All areas outside the Contractor's work areas shall be protected, either as defined on the Drawings, or elsewhere in these specifications.
- B. Contractor shall not enter on or disturb private property without permission of the property owner. Where fences or other property owner improvements within the public right-of-way are to be cleared and relocated, the Contractor shall coordinate operations with private property owners. City representative shall be advised of all coordination activities between property owners and Contractor.

2. PRODUCTS (NOT USED)

3. EXECUTION

3.01 CLEARING

- A. General: Clearing shall consist of the removal of all natural growth, trees, down timber, logs, stumps, and any other objects in the way of construction as noted on the Drawings. Trees, stumps, brush and other vegetation in areas to be cleared and not grubbed shall be cut off flush with or below the natural ground surface.
- B. Limits of Clearing
  - 1. Limits are as described on the Drawings or as noted herein. Clear all areas to be covered by excavations, sidewalks, embankments, pipe trenches and landscaping.

3.02 GRUBBING

- A. General: Grubbing shall consist of the removal and disposal of stumps, roots, logs, and other organic, metallic or nonmetallic debris not suitable for foundation purposes, below the original surface level of the ground. Grubbing limits shall be defined as the limits of all areas of sidewalks, excavations, embankments and pipe trenches.
- B. Remove stumps, root system, rocks, organic material, and the like, to the following depths:

1. Sidewalks and Pipe Trenches: 1-foot 6 inches below invert of pipe or bottom of sidewalk.
- C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding 6-inch loose depth and thoroughly compact to a density equal to adjacent original ground.
  2. Compact so that the surface conforms with the adjacent ground surface.

3.03 REMOVAL OF DEBRIS AND CLEANUP

- A. No on-site disposal area has been designated for clearing and grubbing debris or other debris. The Contractor shall make arrangements for the off-site disposal of clearing and grubbing debris. Any salvage material not specifically designated as the property of the Owner shall become the property of the Contractor and shall be promptly removed from the site. Disposal by explosives is prohibited.
- B. Burning of clearing and grubbing slash may proceed only as permitted by regulating agencies. Unguarded fires shall not be permitted at any time, day or night. Material not burnable or not permitted to be burned shall be removed from the site as the Work progresses.

3.03 DUST CONTROL

- A. When the weather is dry and when, in the estimation of the Engineer, dust from construction activities becomes a nuisance, the Contractor shall sprinkle water on surface streets twice a day to keep the dust down. This sprinkling shall be maintained until the project is accepted. On paved streets when the backfilling has been completed, the streets shall be washed to remove all dust and debris; and if the dust becomes a nuisance before the backfilling is completed, the Contractor shall wash the streets to the satisfaction of the Engineer.

END OF SECTION 02100

**SECTION 02270  
EROSION CONTROL**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work included in this section consists of temporary erosion control required to be maintained during construction. Nothing in this section shall relieve the Contractor from the obligation to comply with the regulations or permits of any federal, state, or local authority.
- B. Work included in this section consists of construction and maintenance of temporary erosion control measures necessary to prevent elevated sediment levels from entering the public storm drain or drainageways.
- C. Should the Contractor's erosion control measures be considered inadequate by the Owner, additional measures shall be taken as directed by the Owner.

1.02 SUBMITTALS

- A. The Contractor shall submit manufacturer's data on erosion control products to the Engineer prior to ordering materials.

2. PRODUCTS

2.01 EROSION CONTROL MATERIALS

- A. Catch Basin Inserts: Non-woven polypropylene geotextile, minimum weight of 8 oz. per square yard per ASTM D5261. Inserts shall be Ultra Basin Guard, manufactured by Ultra Tech, Inc. or equal.

3. EXECUTION

3.01 GENERAL

- A. All erosion control products and materials will be installed in accordance with the manufacturer's recommendations and as shown on the Drawings.
- B. All sediment barriers shall remain in place until seeding has been established, or the conclusion of the project, at which time they shall be removed by the Contractor.
- C. Spoils excavated during trenching shall be placed on the uphill side of the trench except when there are overriding safety requirements or lack of available space.
- D. Vegetative Protection: The Contractor shall limit disturbance to existing vegetation in steep areas to the extent possible and install filter fence at the limit of removal downhill of the trench.

- E. Under no circumstance shall Contractor's vehicles or equipment enter a property adjacent to a stream, watercourse, or other storm and surface water facility, or a wetland without an Erosion Control Plan approved and implemented.
- F. The Contractor shall not drag, drop, track, or otherwise place or deposit, or permit to be deposited, mud, dirt, rock or other such debris into any part of the public storm or surface water system, or any part of a private storm or surface water system. Any such deposit of material shall be immediately removed by the Contractor at the Contractor's expense. No material shall be washed or flushed into any part of the storm or surface water system without erosion control measures installed to the satisfaction of the Engineer or Owner.

### 3.02 MAINTENANCE OF FILTER BARRIERS

- A. Filter barriers shall be inspected by the Contractor immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately by the Contractor.
- B. Should the fabric on a filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.
- C. Sediment deposits shall be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
- D. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

### 3.03 STREET CLEANING

- A. Prevent dirt, mud, and dust from escaping trucks departing the work site by covering dusty loads and cleaning truck tires before leaving the construction site.
- B. All streets in the construction area used by Contractor's trucks or any other equipment hauling material to and from the area, whether within the contract limits or adjacent thereto, shall be kept clean by the Contractor and shall be continuously serviced by the Contractor's use of sprinkling trucks to control dust. All cleaning and sprinkling shall be at the Contractor's expense. Violations of these requirements are sufficient grounds for the Engineer to order the streets in question to be cleaned by others. The expense of the street cleaning will be charged against the Contractor and cost withheld from Contractor's payments.

END OF SECTION 02270



**SECTION 02520  
ASPHALT PAVEMENT**

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work covered by the section consists of preparation for pavement and construction of crushed rock base course and pavement surfacing.

1.02 REFERENCE STANDARDS

- A. American Society for Testing and Material (ASTM).
- B. Standard Specifications for Construction, (latest edition), prepared by the Oregon Department of Transportation (ODOT) and the Oregon Chapter of the American Public Works Association (APWA).

1.03 SUBMITTALS

- A. Submit crushed aggregate gradation from the intended supplier prior to the start of Work.
- B. Submit mix design from the intended asphalt concrete supplier at least 5 days prior to the start of pavement surfacing.

2. PRODUCTS

2.01 AGGREGATES

- A. Base Course
  - 1. The aggregate material shall be a clean, well- graded crushed base aggregate conforming to the Standard Specification Section 02630.10. Base course shall be 3/4"-0 aggregate or approved equivalent.

2.02 ASPHALT CONCRETE

- A. Asphalt concrete pavement surface course shall be Level 2 ACP and shall comply with mixing and proportion of materials as designated in the Standard Specification Section 745. The grade of paving asphalt shall be 1/2-inch dense in conformance to the requirements Standard Specification Section 745.12.
- B. Asphalt for tack coat shall be Grade MC-70 and shall conform to the requirements of the Standard Specification Section 730.

### 3. INSTALLATION

#### 3.01 PREPARATION OF SUBGRADE (PAVEMENT REHABILITATION)

- A. Add imported crushed rock to existing roadway as shown on the plans or as directed by Owner's representative. Grade, level and compact roadway surface to form a crowned, even surface as shown on the Drawings.
- B. Finish the surface by blading or rolling with a smooth roller, or a combination thereof, so that it is smooth and free from waves and inequalities.
- C. The area to be paved shall be true to line and grade, have a smooth, dry, compacted surface, and free from all loose asphalt and foreign material.
- D. Base/leveling course variance - no greater than 3/8-inch when measured with a 10-foot straightedge.
- E. Engineer shall witness compaction of subgrade.

#### 3.02 PAVEMENT GRINDING

- A. Asphalt pavement grinding shall be per Section 622 of the Standard Specifications.
- B. Perform grinding within the limits as shown in the bid documents.
- C. Taper grind the edges to match the elevations of intersections, driveways, face of curb and new and existing pavement.

#### 3.03 PREPARATION OF SURFACE

- A. The Contractor shall remove debris, loose gravel, vegetation and standing water from the surface.
- B. The Contractor shall adjust the rims of manholes, catch basins and valves with cast iron risers to be flush with final grades.

#### 3.04 ASPHALT PAVEMENT

- A. Asphalt concrete construction shall be per the Standard Specifications. Pavement placement shall not proceed until the subgrade and surface preparation has been approved by the Owner's representative.
- B. Where joining to existing asphalt, the edge of the existing asphalt shall be saw cut in a straight line and a vertical plane with all dirt and loose material removed. The vertical edge of the asphalt shall be coated with an asphalt emulsion to ensure a watertight bond with the new asphalt.
- C. The edges of the compacted mat shall be flush with the existing asphalt and provide a smooth riding surface.

- D. The connections between existing and new asphalt shall be sealed and sanded.
- E. Asphalt shall not be placed during rainfall or before any imminent storm that might damage construction. The application of asphalt when the ground temperature is less than 50 degrees F will not be allowed.
- F. In advance of spreading bituminous material upon an existing bituminous or Portland cement concrete surface, a tack coat shall be applied to all areas to be surfaced and to all vertical surfaces against which additional material is to be placed. When two or more lifts of asphaltic concrete are required, a tack coat shall be applied between each lift. The area to be surfaced shall be cleaned of all loose material immediately before applying the task coat. The tack coat shall be applied in accordance with Section 00730 of the ODOT Standard Specification.

### 3.05 ACCEPTANCE

- A. Final acceptance will not be until final completion of the entire project, including all restoration and cleanup to the satisfaction of the Engineer.

### 3.06 TESTING

- A. Compaction testing of the asphalt concrete pavement shall be in accordance with the Standard Specifications. Testing shall be done as selected by the Engineer and at a minimum as described below:
  - 1. Schedule 1 Work: 4 tests total, 2 per each travel lane of asphalt overlay.
  - 2. Schedule 2 Work: 3 tests total, 1 per each travel lane of asphalt overlay and one test of pavement rehabilitation.
  - 3. Schedule 3 Work: 2 tests total, 1 test new asphalt and 1 test asphalt overlay.
  - 4. Schedule 4 Work: 2 tests total, 1 test new asphalt and 1 test asphalt overlay.
- B. All testing reports shall be furnished and certified by a certified testing laboratory; see Section 01400.

END OF SECTION 02520



# City of Carlton 2018 Paving Project

15350 SW Sequoia Parkway, Suite 220  
Portland, OR 97224  
Phone: (503) 684-9097 Fax: (503) 598-0583



**TETRA TECH**

www.tetrattech.com

**PROJECT LOCATION:**  
CITY OF CARLTON, OREGON

**CLIENT INFORMATION:**  
CITY OF CARLTON  
191 E. MAIN STREET  
CARLTON, OR 97111

**Tt PROJECT No.:**  
135-13914-16001-02/21

**CLIENT PROJECT No.:**

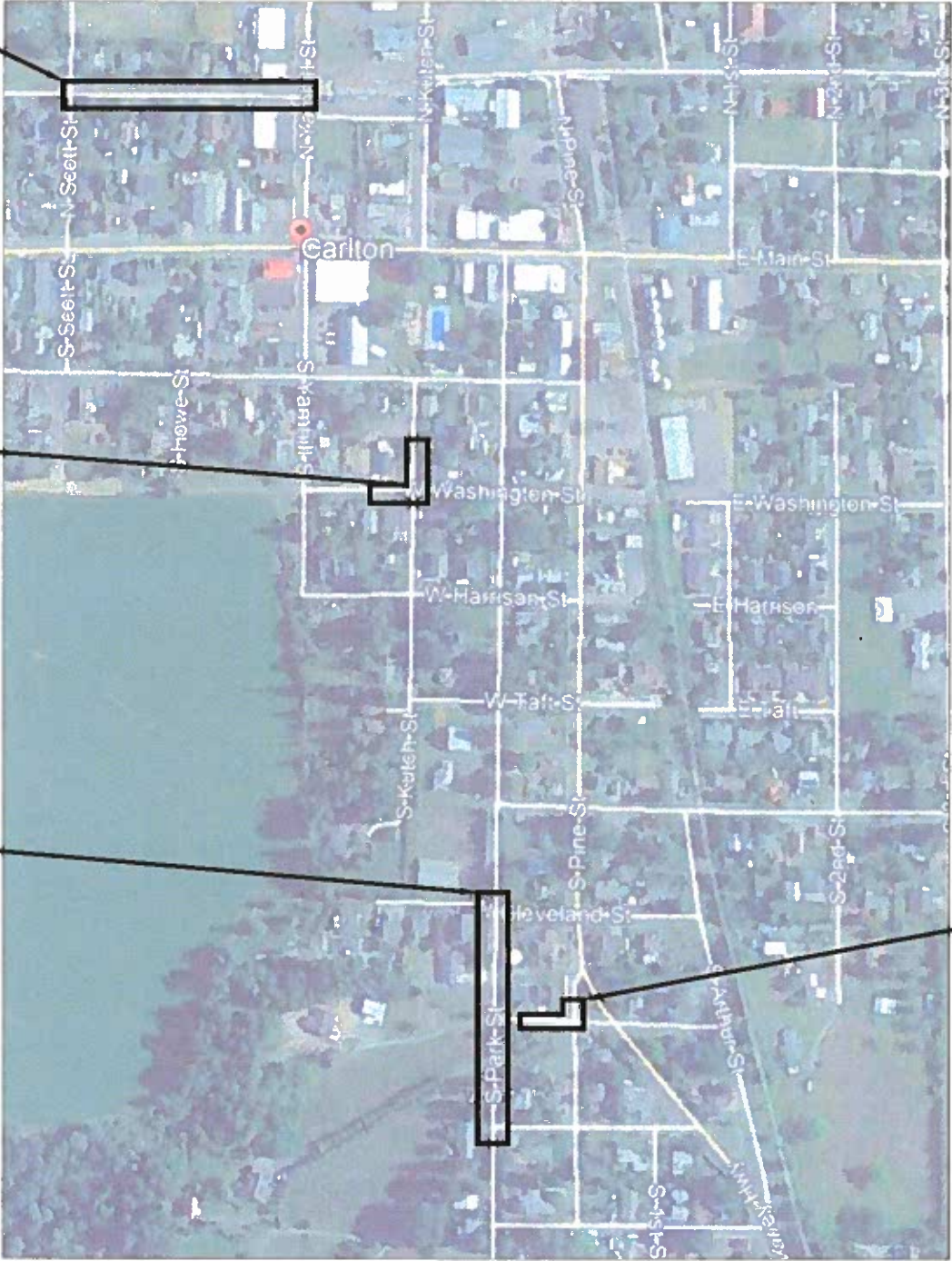
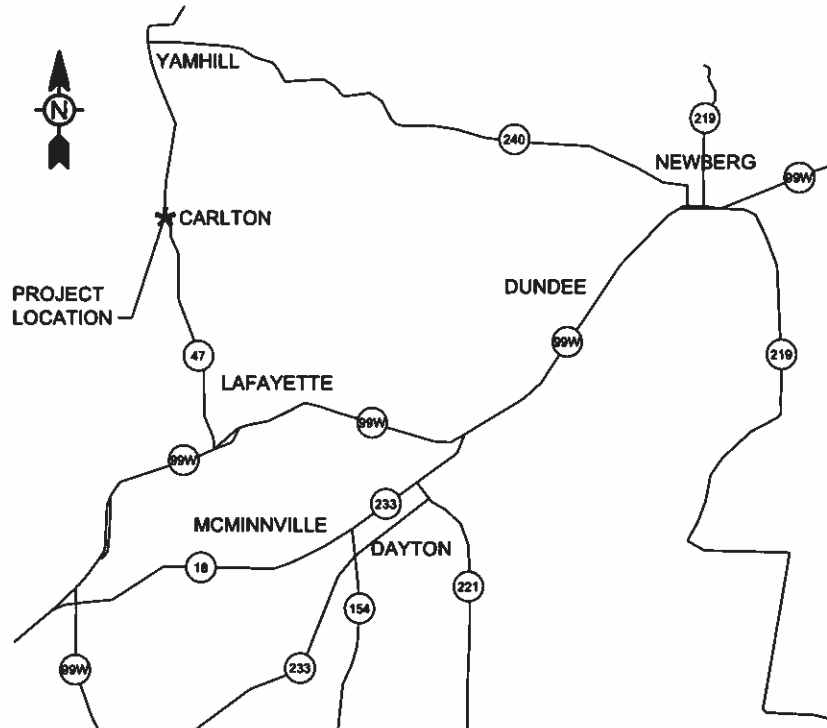
**DRAWING INDEX**

SHT #	DESCRIPTION
G01	COVER
G02	GENERAL NOTES
C01	SCHEDULE 1
C02	SCHEDULES 2, 3 & 4
C03	STANDARD DETAILS

**ISSUED:**

ISSUED FOR BID JULY 20, 2018

**VICINITY MAP:**



SCHEDULE 2: MONROE STREET

SCHEDULE 4: KUTCH STREET AND WASHINGTON STREET

SCHEDULE 1: PARK STREET

SCHEDULE 3: WILSON STREET AND PINE STREET



**PROJECT SITE MAP**  
1" = 200 FT (APPROX)

Google Maps

GENERAL NOTES

- 1. CONTRACTOR SHALL PROCURE AND CONFORM TO ALL CONSTRUCTION PERMITS REQUIRED BY THE CITY OF LAFAYETTE AND YAMHILL COUNTY.
2. CONTRACTOR SHALL PROCURE A RIGHT-OF-ENTRY PERMIT FROM ODOT STATE HIGHWAY DIVISION FOR ALL WORK WITHIN THE STATE RIGHT-OF-WAY AND CONFORM TO ALL CONDITIONS OF THE PERMIT.
3. CONTRACTOR SHALL PROCURE A RIGHT-OF-ENTRY PERMIT FROM AFFECTED RAILROADS FOR ALL WORK WITHIN THE RAILROAD RIGHT-OF-WAY AND CONFORM TO ALL CONDITIONS OF THE PERMIT.
4. CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION.
5. ALL MATERIALS AND WORKMANSHIP FOR FACILITIES IN STREET RIGHT-OF-WAY OR EASEMENTS SHALL CONFORM TO APPROVING AGENCIES' CONSTRUCTION SPECIFICATIONS WHEREIN EACH HAS JURISDICTION, INCLUDING BUT NOT LIMITED TO THE CITY, COUNTY, OREGON HEALTH DIVISION (OHD) AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).
6. UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DIRECTOR, CONSTRUCTION OF ALL PUBLIC FACILITIES SHALL BE DONE BETWEEN 7:00 AM AND 6:00 PM, MONDAY THROUGH FRIDAY, AND BETWEEN 9:00 AM AND 6:00 PM SATURDAY.
7. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT.
8. CONTRACTOR TO NOTIFY CITY, COUNTY, ODOT AND ALL UTILITY COMPANIES A MINIMUM OF 48 BUSINESS HOURS (2 BUSINESS DAYS) PRIOR TO START OF CONSTRUCTION, AND COMPLY WITH ALL OTHER REQUIREMENTS OF ORS 757.541 TO 757.571.
9. ANY INSPECTION BY THE CITY, COUNTY OR OTHER AGENCIES SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
10. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES (AND ALL OTHER TRAFFIC CONTROL DEVICES REQUIRED) PER CITY, COUNTY AND ODOT REQUIREMENTS IN ACCORDANCE WITH THE CURRENT MUTCD (INCLUDING OREGON AMENDMENTS). ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
11. RECORD DRAWINGS: THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE STATION LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY THE CITY UPON REQUEST.
12. UPON COMPLETION OF CONSTRUCTION OF PUBLIC FACILITIES, CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION TO THE DESIGN ENGINEER FOR USE IN THE PREPARATION OF AS-BUILT DRAWINGS FOR SUBMITTAL TO THE CITY.
13. THE CONTRACTOR SHALL SUBMIT A SUITABLE MAINTENANCE BOND PRIOR TO FINAL PAYMENT WHERE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION.
14. CONTRACTOR SHALL PROCURE AND CONFORM TO DEQ STORMWATER PERMIT NO. 1200C FOR CONSTRUCTION ACTIVITIES WHERE 1 ACRE OR MORE ARE DISTURBED.
15. ELEVATIONS SHOWN ON THE DRAWINGS ARE BASED FROM TEMPORARY SURVEYOR'S BENCH MARK 7, ELEVATION 364.70, CONSISTING OF A SCREW HOLDING A METAL PLATE AT THE SOUTHWEST CORNER OF THE VALVE VAULT, LOCATED AT NORTHING 590058.74, EASTING 7536153.58, OREGON STATE PLANE NORTH, NAVD 1988 DATUM.
16. ADDRESS NUMBERS: PER OFC 505.1, ALL NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS (4" MINIMUM NUMBER HEIGHT, COLOR TO CONTRAST WITH THE BACKGROUND) PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE FRONTING STREET. FOR FLAGLOTS OR OTHER SITUATIONS WHERE THE STRUCTURE IS NOT VISIBLE FROM THE PUBLIC STREET, AN ADDRESS SIGN SHALL BE INSTALLED NEAR THE ENTRANCE TO THE DRIVEWAY OR PRIVATE ROAD. TEMPORARY ADDRESS SIGNS SHALL BE MOUNTED IN A VISIBLE LOCATIONS PRIOR TO AND DURING ANY CONSTRUCTION, AND THE PERMANENT NUMBERS MOUNTED PRIOR TO OCCUPANCY, IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET FRONTING THE PROPERTY.

EXISTING UTILITIES & FACILITIES NOTES

- 17. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987).
18. THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY SIZES AND LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
19. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DISTURBED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE. THE MONUMENTS SHALL BE REPLACED WITHIN A MAXIMUM OF 90 DAYS, AND THE COUNTY SURVEYOR SHALL BE NOTIFIED IN WRITING AS REQUIRED BY ORS 209.150.
20. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. ALL UTILITY CROSSINGS MARKED OR SHOWN ON THE DRAWINGS SHALL BE POTHOLED USING HAND TOOLS OR OTHER NON-INVASIVE METHODS PRIOR TO EXCAVATING OR BORING. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. IF GRADE MODIFICATION IS NECESSARY, CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER, AND THE DESIGN ENGINEER SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POTHOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.

- 21. ALL EXISTING FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY ENGINEER.
22. UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES.
23. CONTRACTOR SHALL REMOVE ALL EXISTING SIGNS, MAILBOXES, FENCES, LANDSCAPING, ETC., AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION.
24. ANY SEPTIC TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL BREAK BOTTOM OF TANK OUT AND BACKFILL WITH PEA GRAVEL UNLESS OTHERWISE REQUIRED BY PUBLIC AGENCIES HAVING JURISDICTION. SEPTIC TANK REMOVAL TO BE IN ACCORDANCE WITH COUNTY SANITARIAN REQUIREMENTS.
25. ANY WELLS ENCOUNTERED SHALL BE ABANDONED PER STATE OF OREGON WATER RESOURCES DEPARTMENT REQUIREMENTS.
26. ANY FUEL TANKS ENCOUNTERED SHALL BE REMOVED AND DISPOSED OF PER STATE OF OREGON DEQ REQUIREMENTS. BACKFILL WITH COMPACTED GRANULAR MATERIAL.

GRADING, PAVING & DRAINAGE NOTES

- 27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO INSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
28. UNLESS OTHERWISE NOTED, ALL GRADING, ROCKING AND PAVING TO CONFORM TO OSSC (ODOT/APWA) SPECIFICATIONS, 2015 EDITION.
29. CLEAR AND GRUB WITHIN WORK LIMITS ALL SURFACE VEGETATION, TREES, STUMPS, BRUSH, ROOTS, ETC. DO NOT DAMAGE OR REMOVE TREES EXCEPT AS APPROVED BY THE ENGINEER OR AS SHOWN ON THE DRAWINGS. PROTECT ALL ROOTS TWO INCHES IN DIAMETER OR LARGER.
30. STRIP WORK LIMITS, REMOVING ALL ORGANIC MATTER WHICH CANNOT BE COMPACTED INTO A STABLE MASS. ALL TREES, BRUSH AND DEBRIS ASSOCIATED WITH CLEARING, STRIPPING OR GRADING SHALL BE REMOVED AND DISPOSED OF OFF-SITE.
31. IMMEDIATELY FOLLOWING FINE GRADING OPERATIONS, COMPACT SUBGRADE TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (FOR TESTING PROCEDURE USE PROOF ROLLS). SUBGRADE MUST BE INSPECTED AND APPROVED BY THE CITY PRIOR TO PLACING EMBANKMENTS OR BASE ROCK.
32. ENGINEERED FILLS SHALL BE CONSTRUCTED AND COMPACTED IN 6" LIFTS OVER APPROVED SUBGRADE. ALL FILLS WITHIN PUBLIC RIGHT-OF-WAYS AND EASEMENTS SHALL BE ENGINEERED, WITH EACH LIFT COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR).
33. ALL FILLS OUTSIDE OF PUBLIC RIGHT-OF-WAYS WHICH ARE WITHIN POTENTIAL BUILDING ENVELOPES SHALL BE ENGINEERED AND COMPLY WITH THE OREGON STRUCTURAL SPECIALTY CODE, WITH EACH LIFT COMPACTED TO 90% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR). FILLS OUTSIDE BUILDING ENVELOPES WHICH ARE OVER 12-INCHES IN DEPTH SHALL ALSO BE ENGINEERED AND COMPACTED.
34. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, STRAIGHT GRADES SHALL BE RUN BETWEEN ALL FINISH GRADE ELEVATIONS AND/OR FINISH CONTOUR LINES SHOWN. FINISH PAVEMENT GRADES AT TRANSITION TO EXISTING PAVEMENT SHALL MATCH EXISTING PAVEMENT GRADES OR BE FEATHERED PAST JOINTS WITH EXISTING PAVEMENT AS REQUIRED TO PROVIDE A SMOOTH, FREE DRAINING SURFACE.
35. CRUSHED ROCK SHALL CONFORM TO THE REQUIREMENTS OF OSSC (ODOT/APWA) 02630.10 (DENSE GRADED BASE AGGREGATE), WITH NO MORE THAN 10% PASSING THE #40 SIEVE AND NO MORE THAN 5% PASSING THE #200 SIEVE, COMPACT TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR), PRIOR TO PLACING AC PAVEMENT. WRITTEN COMPACTION TEST RESULTS FOR BASE/ROCK AND TRENCH BACKFILL MUST BE RECEIVED BY THE CITY, AND A PROOF-ROLL (WITNESSED BY THE CITY) MUST BE PERFORMED.
36. PAVING OF STREETS SHALL NOT BE ALLOWED UNTIL AFTER COMPLETION OF ALL REQUIRED TESTING AND INSPECTION OF NEW WATER, SEWER, AND STORM DRAIN LINES UNDER PAVED AREAS, AND REVIEW AND APPROVAL OF THE PRIVATE (FRANCHISE) UTILITY PLANS BY THE CITY ENGINEER.
37. AC PAVEMENT SHALL CONFORM TO SECTION 00745 (ASPHALT CONCRETE PAVEMENT) OSHD STANDARD SPECIFICATIONS FOR STANDARD DUTY MIX. AC PAVEMENT SHALL BE COMPACTED TO A MINIMUM OF 91% OF THE MAXIMUM DENSITY (AT ALL LOCATIONS) AS DETERMINED BY THE RICE STANDARD METHOD.
38. ALL EXISTING OR CONSTRUCTED MANHOLES, CLEANOUTS, MONUMENTS, GAS VALVES, WATER VALVES AND SIMILAR STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH GRADE OF THE PAVEMENT, SIDEWALK, LANDSCAPED AREA OR MEDIAN STRIP WHEREIN THEY LIE.
39. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 2H:1V.
40. ALL PLANTER AREAS SHALL BE BACKFILLED WITH APPROVED TOP SOIL MINIMUM 8" THICK. STRIPPING MATERIALS SHALL NOT BE USED FOR PLANTER BACKFILL.
41. CONTRACTOR SHALL HYDROSEED ALL EXPOSED SLOPES AND DISTURBED AREAS WHICH ARE NOT SCHEDULED TO BE LANDSCAPED.
42. GRADING SHOWN ON THE DRAWING IS CRITICAL TO FUNCTIONING OF DETENTION SYSTEM AND SHALL BE STRICTLY FOLLOWED.
43. CONTRACTOR SHALL COORDINATE AND ENSURE THAT DETENTION POND VOLUMES ARE INSPECTED AND APPROVED BY PUBLIC AGENCIES HAVING JURISDICTION PRIOR TO PAVING AND LANDSCAPING.

PIPED UTILITIES NOTES

- 44. CONTRACTOR SHALL COORDINATE AND PAY ALL COSTS ASSOCIATED WITH CONNECTING TO EXISTING WATER, SANITARY SEWER AND STORM SEWER

- FACILITIES.
45. UNLESS OTHERWISE NOTED, MATERIALS AND WORKMANSHIP FOR WATER, SANITARY SEWER AND STORM SEWER SHALL CONFORM TO OSSC (ODOT/APWA) SPECIFICATIONS, 2015 EDITION.
46. BEDDING AND BACKFILL: ALL PIPES SHALL BE BEDDED WITH MINIMUM 6-INCHES OF 3/4" MINUS CRUSHED ROCK BEDDING AND BACKFILLED WITH COMPACTED 3/4" MINUS CRUSHED ROCK IN THE PIPE ZONE (CRUSHED ROCK SHALL EXTEND A MINIMUM OF 12-INCHES OVER THE TOP OF THE PIPE IN ALL CASES). CRUSHED ROCK TRENCH BACKFILL SHALL BE USED UNDER ALL IMPROVED AREAS, INCLUDING SIDEWALKS. GRANULAR TRENCH BACKFILL SHALL BE COMPACTED TO 92% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR).
47. THE CONTRACTOR SHALL HAVE APPROPRIATE EQUIPMENT ON SITE TO PRODUCE A FIRM, SMOOTH, UNDISTURBED SUBGRADE AT THE TRENCH BOTTOM, TRUE TO GRADE. THE BOTTOM OF THE TRENCH EXCAVATION SHALL BE SMOOTH, FREE OF LOOSE MATERIALS OR TOOTH GROOVES FOR THE ENTIRE WIDTH OF THE TRENCH PRIOR TO PLACING THE GRANULAR BEDDING MATERIAL.
48. CONTRACTOR SHALL ARRANGE FOR AND PAY ALL COSTS TO ABANDON EXISTING SEWER AND WATER SERVICES NOT SCHEDULED TO REMAIN IN SERVICE.
49. ALL PIPED UTILITIES ABANDONED IN PLACE SHALL HAVE ALL OPENING CLOSED WITH CONCRETE PLUGS WITH A MINIMUM LENGTH EQUAL TO 2 TIMES THE DIAMETER OF THE ABANDONED PIPE.
50. THE END OF ALL UTILITY STUBS SHALL BE MARKED WITH A PAINTED 2X4, EXTENDING 2 FEET MINIMUM ABOVE FINISH GRADE, AND WIRED TO PIPE STUB (PAINTED WHITE FOR SANITARY SEWER, GREEN FOR STORM). TYPE OF UTILITY (I.E. SEWER, STORM, ETC) AND DEPTH BELOW GRADE TO PIPE INVERT SHALL BE CLEARLY & PERMANENTLY LABELED ON THE MARKER POST.
51. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT AND FACILITIES REQUIRED FOR TESTING ALL UTILITY PIPING IN ACCORDANCE WITH CITY CONSTRUCTION SPECIFICATIONS.
52. TRACER WIRE: ALL NON-METALLIC WATER, SANITARY AND STORM SEWER PIPING LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY OR NOT LAID IN STRAIGHT LINES BETWEEN STRUCTURES SHALL HAVE AN ELECTRICALLY CONDUCTIVE INSULATED 1/2 GAUGE SOLID CORE COPPER TRACER WIRE THE FULL LENGTH OF THE INSTALLED PIPE USING BLUE WIRE FOR WATER AND GREEN FOR STORM AND SANITARY PIPING. TRACER WIRE SHALL BE EXTENDED UP INTO ALL VALVE BOXES, AND MANHOLES AND CATCH BASINS. TRACER WIRE PENETRATIONS INTO MANHOLES SHALL BE WITHIN 18 INCHES OF THE RIM ELEVATION AND ADJACENT TO MANHOLE STEPS. THE TRACER WIRE SHALL BE WITHIN 18 INCHES OF THE RIM ELEVATION AND ADJACENT TO MANHOLE STEPS. THE TRACER WIRE SHALL BE TIED TO THE TOP MANHOLE STEP OR OTHERWISE SUPPORTED TO ALLOW RETRIEVAL FROM THE OUTSIDE OF THE MANHOLE OR CATCH BASIN. ALL TRACER WIRE SPLICES SHALL BE MADE WITH WATERPROOF SPLICES OR WATERPROOF/CORROSION RESISTANT WIRE NUTS.
53. WARNING TAPE: DETECTABLE OR NON-DETECTABLE ACID AND ALKALI RESISTANT SAFETY WARNING TAPE SHALL BE PROVIDED ALONG THE FULL LENGTH OF ALL SANITARY SEWER AND STORM DRAIN SERVICE LATERALS AND ALONG ALL WATER, SANITARY SEWER AND STORM DRAIN MAINLINE SEGMENTS NOT LOCATED UNDER SIDEWALKS OR PAVED PORTIONS OF PUBLIC STREETS. UNDERGROUND WARNING TAPE SHALL BE CONTINUOUS THE ENTIRE LENGTH OF SERVICE LATERALS INSTALLED FROM THE MAINLINE TO THE BACK OF THE PUE.
54. NO TRENCHES IN ROADS OR DRIVEWAYS SHALL BE LEFT IN AN OPEN CONDITION OVERNIGHT. ALL SUCH TRENCHES SHALL BE CLOSED BEFORE THE END OF EACH WORK DAY AND NORMAL TRAFFIC FLOWS RESTORED.
55. BEFORE MANDREL TESTING, TV INSPECTION OR FINAL ACCEPTANCE OF GRAVITY PIPELINES, ALL TRENCH COMPACTION SHALL BE COMPLETED AND ALL SEWERS AND STORM DRAINS FLUSHED & CLEANED TO REMOVE ALL MUD, DEBRIS & FOREIGN MATERIAL FROM THE PIPELINES, MANHOLES AND/OR CATCH BASINS.

TESTING & INSPECTION NOTES

- 56. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY AUTHORIZED INSPECTORS PRIOR TO PROCEEDING WITH SUBSEQUENT WORK WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED. FAILURE TO OBTAIN NECESSARY INSPECTION(S) AND APPROVAL(S) SHALL RESULT IN THE CONTRACTOR BEING FULLY RESPONSIBLE FOR ALL PROBLEMS AND/OR CORRECTIVE MEASURES ARISING FROM UNINSPECTED WORK.
57. UNLESS OTHERWISE SPECIFIED, THE ATTACHED "MINIMUM REQUIRED TESTING AND FREQUENCY" TABLE OUTLINES THE MINIMUM TESTING SCHEDULE FOR THE PROJECT. THIS TESTING SCHEDULE IS NOT COMPLETE AND DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF OBTAINING ALL NECESSARY INSPECTIONS OR OBSERVATIONS FOR ALL WORK PERFORMED, REGARDLESS OF WHO IS RESPONSIBLE FOR PAYMENT. COST FOR RETESTING SHALL BE BORNE BY THE CONTRACTOR.

EROSION CONTROL NOTES

- GENERAL
58. APPROVAL OF THE EROSION/SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL PERMANENT ROAD OR DRAINAGE DESIGN (E.G. SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.)
59. THE IMPLEMENTATION OF THE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADING OF THE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
60. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
61. THE ESC FACILITIES SHOWN ON THE ESC PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
62. THE ESC FACILITIES SHOWN ON THE ESC PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT LEAVE THE SITE.

- 63. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A STORM EVENT.
64. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.
65. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

SEDIMENT FENCES

- 66. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST.
67. THE FILTER FABRIC FENCE SHALL BE INSTALLED TO FOLLOW THE CONTOURS WHERE FEASIBLE. THE FENCE POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 18 INCHES.
68. THE STANDARD STRENGTH FILTER FABRIC SHALL BE FASTENED SECURELY TO STITCHED LOOPS INSTALLED ON THE UPSLOPE SIDE OF THE POSTS, AND 6 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 30 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO THE EXISTING TREES.
69. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
70. SEDIMENT FENCES SHALL BE INSPECTED BY APPLICANT/CONTRACTOR IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

TESTING NOTES

- 1. THE CITY CONSIDERS THE CONTRACTOR AS RESPONSIBLE FOR SCHEDULING ANY AND ALL REQUIRED TESTING. ALL TESTING MUST BE COMPLETED PRIOR TO PERFORMING SUBSEQUENT WORK. ADDITIONAL OR MORE FREQUENT TESTS MAY BE REQUIRED BY BUILDING OFFICIAL.
2. TESTING MUST BE PERFORMED BY AN APPROVED INDEPENDENT TESTING LABORATORY.
3. IN ADDITION TO IN-PLACE DENSITY TESTING, THE SUBGRADE AND BASE ROCK SHALL BE PROOF-ROLLED WITH A LOADED 10 YARD DUMP TRUCK PROVIDED BY THE CONTRACTOR. BASE/ROCK PROOFROLL SHALL TAKE PLACE IMMEDIATELY PRIOR TO (WITHIN 24 HOURS OF) PAVING, AND SHALL BE WITNESSED BY THE AUTHORIZED REPRESENTATIVE OF APPROVING AGENCY. LOCATION AND PATTERN OF PROOFROLL TO BE AS DIRECTED BY SAID AUTHORIZED REPRESENTATIVE OF APPROVING AGENCY.
4. TO BE WITNESSED BY CITY REPRESENTATIVE. THE CONTRACTOR SHALL PERFORM PRETESTS PRIOR TO SCHEDULING WITNESSED WATERLINE OR SANITARY SEWER PRESSURE TESTS, OR PIPELINE MANDREL TEST.
5. THE APPROVED INDEPENDENT LABORATORY RETAINED BY THE CONTRACTOR SHALL PROVIDE A CERTIFICATION (STAMPED BY AN ENGINEER LICENSED IN THE STATE OF OREGON) THAT THE SUBGRADE WAS PREPARED AND ALL ENGINEERED FILLS WERE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE CONSTRUCTION DRAWINGS AND THE CONTRACT DOCUMENTS.
6. REGARDLESS OF WHO IS RESPONSIBLE FOR PAYMENT, THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND COORDINATING AND AND ALL REQUIRED INSPECTIONS AND SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES OR JURISDICTIONS HAVING AUTHORITY.

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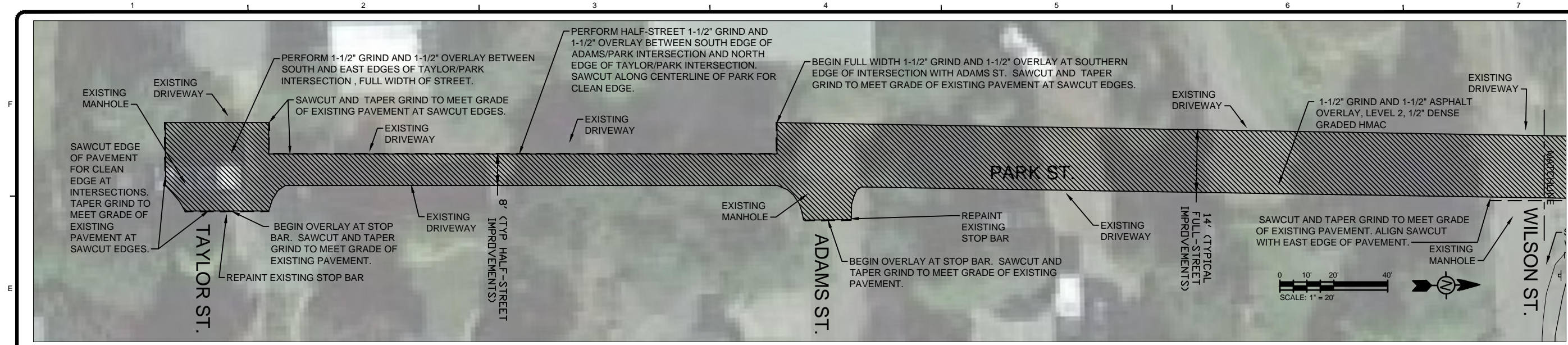
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CITY OF CARLTON, OREGON
2018 PAVING PROJECTS
GENERAL NOTES

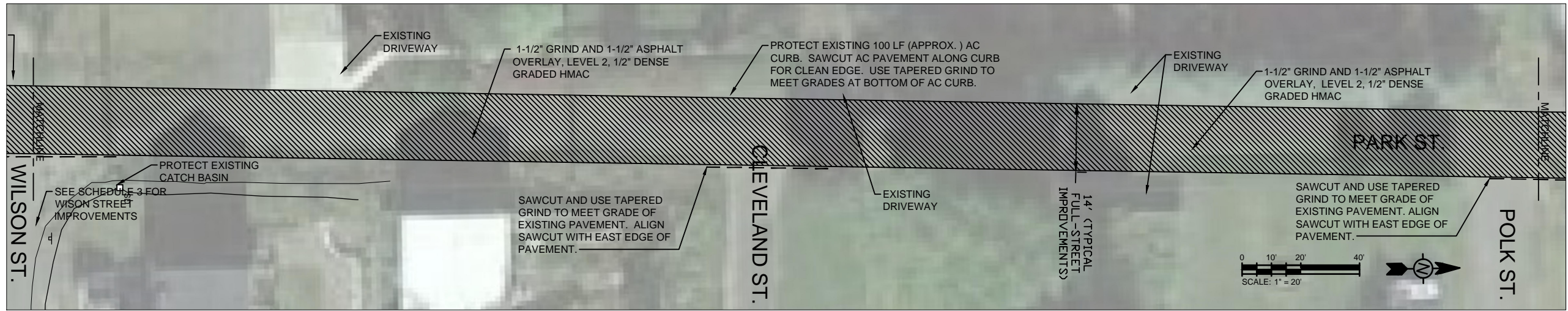
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Designed By: BH
Drawn By: BH
Checked By: GM

G02

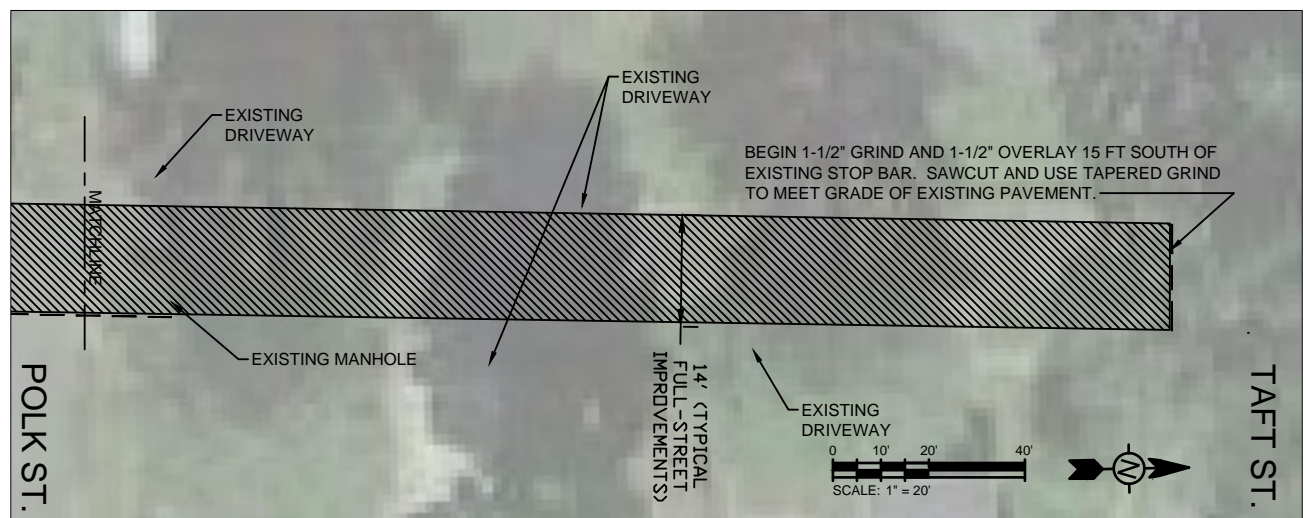
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**SCHEDULE 1**  
**1A** **PARK ST. OVERLAY (TAYLOR ST. - WILSON ST.)**  
 G01 SCALE: 1"=20'

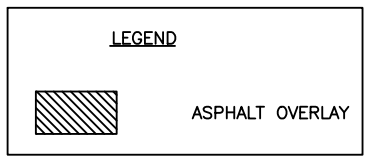


**SCHEDULE 1**  
**1B** **PARK ST. OVERLAY (WILSON ST. - POLK ST.)**  
 G01 SCALE: 1"=20'



**SCHEDULE 1**  
**1C** **PARK ST. OVERLAY (POLK ST. - TAFT ST.)**  
 G01 SCALE: 1"=20'

- SCHEDULE 1 NOTES:**
- LIMITS OF THE FULL-STREET GRIND AND OVERLAY ARE BETWEEN THE NORTH EDGE OF THE ADAMS/PARK INTERSECTION AND THE SOUTH EDGE OF THE TAFT/PARK INTERSECTION.
  - LIMITS OF THE HALF-STREET GRIND AND OVERLAY ARE BETWEEN THE NORTH EDGE OF THE TAYLOR/PARK INTERSECTION AND THE SOUTH EDGE OF THE ADAMS/PARK INTERSECTION.
  - TOTAL APPROXIMATE AREA FOR FULL AND HALF STREET GRIND AND OVERLAY IS 27,000 SF, CONTRACTOR TO FIELD VERIFY.



**GENERAL NOTES:**

- SURFACE PREPARATION PER ODOT STANDARD SPECIFICATIONS. THIS INCLUDES REMOVAL OF VEGETATION AND DEBRIS.
- RESTORE PAVEMENT MARKINGS PER ODOT STANDARD SPECIFICATIONS.
- AC TO BE LEVEL 2, 1/2" AGGREGATE. DENSITY TO BE 92%.
- AT EACH INTERSECTION, SAW CUT EXISTING PAVEMENT AND USE TAPERED GRIND TO MAKE A SMOOTH TRANSITION TO OVERLAY AREA.
- SEAL AND SAND ALL SAWCUT JOINTS.
- TAPER AC AT PAVED DRIVEWAYS TO MAKE A SMOOTH TRANSITION.
- ADD 3/4" MINUS CRUSHED ROCK TO MAKE A SMOOTH TRANSITION AT UNPAVED DRIVEWAYS.
- ADJUST MANHOLE RIM ELEVATIONS TO FINISH GRADE, IF REQUIRED.
- PAVEMENT MARKINGS AND STRIPING TO COMPLY WITH ODOT STANDARD SPECIFICATIONS.

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MARK	DATE	DESCRIPTION	BY

**CITY OF CARLTON, OREGON**  
**2018 PAVING PROJECTS**  
**SCHEDULE 1**

Project No.:  
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 Drawn By: BH  
 Checked By: GM

**C01**

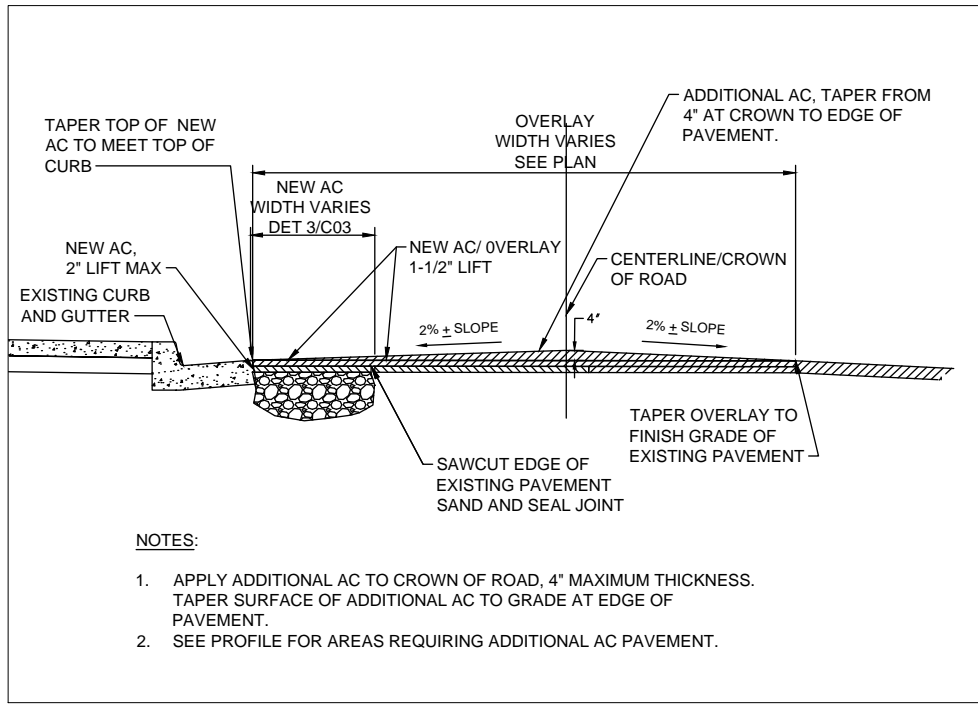
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Bar Measures 1 inch



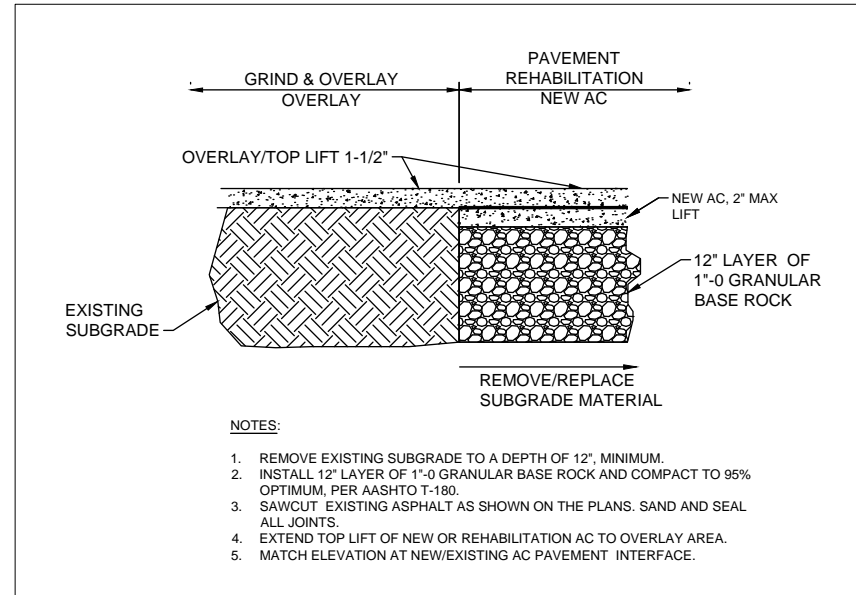




**NOTES:**

1. APPLY ADDITIONAL AC TO CROWN OF ROAD, 4" MAXIMUM THICKNESS. TAPER SURFACE OF ADDITIONAL AC TO GRADE AT EDGE OF PAVEMENT.
2. SEE PROFILE FOR AREAS REQUIRING ADDITIONAL AC PAVEMENT.

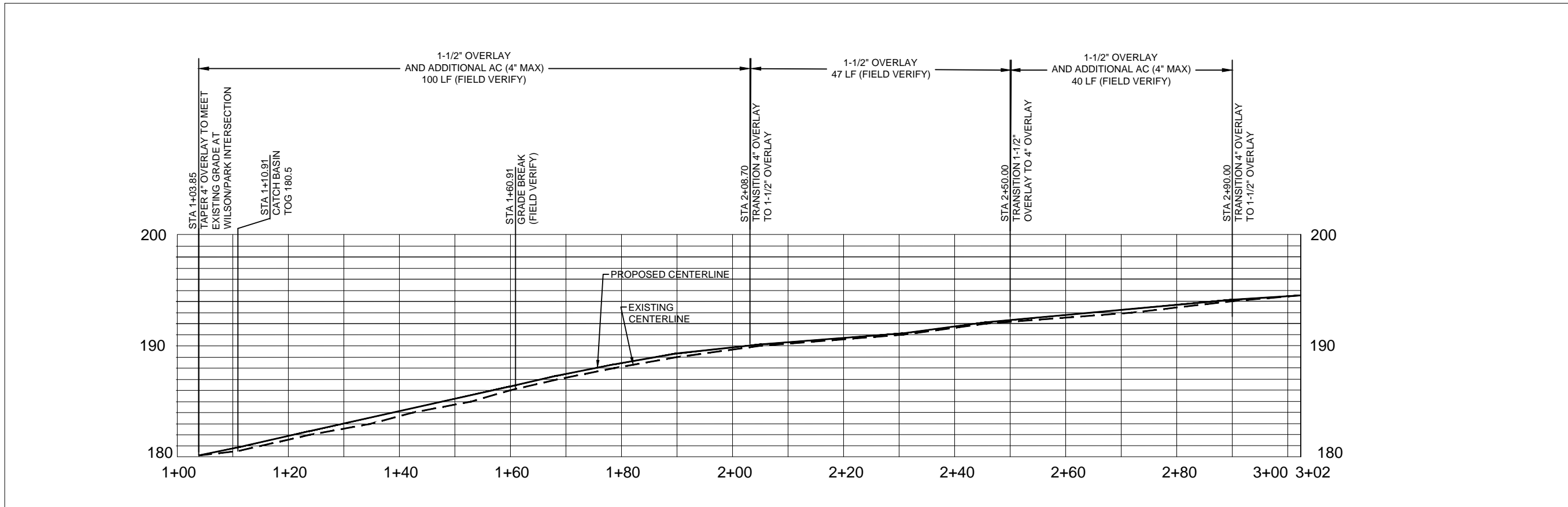
**1**  
OVERLAY AND ADDITIONAL AC PAVEMENT SECTION  
NTS



**NOTES:**

1. REMOVE EXISTING SUBGRADE TO A DEPTH OF 12", MINIMUM.
2. INSTALL 12" LAYER OF 1"-0 GRANULAR BASE ROCK AND COMPACT TO 95% OPTIMUM, PER AASHTO T-180.
3. SAWCUT EXISTING ASPHALT AS SHOWN ON THE PLANS. SAND AND SEAL ALL JOINTS.
4. EXTEND TOP LIFT OF NEW OR REHABILITATION AC TO OVERLAY AREA.
5. MATCH ELEVATION AT NEW/EXISTING AC PAVEMENT INTERFACE.

**2**  
NEW PAVEMENT AND PAVEMENT REHABILITATION SECTION  
NTS



**PROFILE NOTES:**

1. CONTRACTOR TO APPLY ADDITIONAL AC 4" MAXIMUM OVER THE 1-1/2" OVERLAY AS SHOWN IN THE PROFILE. PLACE AND FORM ADDITIONAL AC TO CREATE A CROWN AT THE CENTERLINE WITH 2% CROSS SLOPES TO EDGE OF PAVEMENT. SEE DETAIL 1/C03.

**SCHEDULE 3**  
WILSON STREET PROFILE  
NTS

MARK	DATE	DESCRIPTION	BY

CITY OF CARLTON, OREGON  
2018 PAVING PROJECTS  
STANDARD DETAILS

Project No.:  
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Checked By: GM

**C03**  
SCHEDULE 2, 3 AND 4  
Bar Measures 1 inch

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