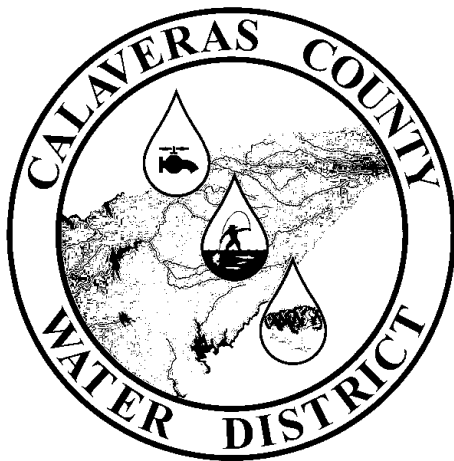


# **PROJECT MANUAL**

## **JENNY LIND SERVICE LINE REPLACEMENT (KIRBY-GABOR-GARNER)**

CCWD CIP No. 11066G



Proposals to be received at the office of:

Calaveras County Water District  
120 Toma Court  
San Andreas, California 95249  
Phone: (209) 754-3181

Bids Due by 1:00 PM, Thursday, August 29, 2019



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## SECTION 00100

### NOTICE INVITING BIDS CALAVERAS COUNTY WATER DISTRICT

Sealed Bids for construction of the Jenny Lind Water System (Kirby, Gabor, Garner) Service Line Replacement Project, CIP #11066G will be received at the office of the Calaveras County Water District at 120 Toma Ct., San Andreas, CA 95249 until 1:00 PM local time on August 29, 2019, at which time Bids will be publicly opened and read aloud.

This project includes replacing approximately one hundred existing potable water services which are prone to leaking along Kirby St., Gabor St., and Garner Pl. in Rancho Calaveras. The Contractor must demolish and remove the existing services and furnish and install new services including new tap saddles, corp stops, tubing, valves and boxes. All work will be by open cut trench method within public roads under a Public Works encroachment permit. Significant emphasis will be place on road subgrade backfill and compaction, pavement repairs, traffic controls and stormwater and erosion control BMP's. All contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 to bid on this project or be listed as a subcontractor pursuant to Public Contract Code §4104. The Contractor and all subcontractors shall pay not less than the current prevailing wages and submit certified payroll to the DIR. Bidders are required to inspect the work site prior to submitting a bid.

The Bid Documents will be available starting August 1, 2019 on the District's website [www.ccwd.org/doing-business-with-ccwd/](http://www.ccwd.org/doing-business-with-ccwd/) or a copy obtained at our main office. A non-mandatory pre-bid meeting will be held on August 15, 2019 at 9:00 AM at the Jenny Lind Water Plant, Training Center, 3516 Silver Rapids Rd Valley Springs, CA 95252. For further information, contact Calaveras County Water District, 120 Toma Ct., P.O. Box 846 (*for all U.S. Mail*), San Andreas, CA 95249, Attn: Alesia Danner, Phone (209) 754-3181.

Initial Advertisement Dates: August 1, 8 and 15, 2019



**SECTION 00200  
INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1 - DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

3.01 Upon request of the District, the three lowest Bidders are to provide references for at least three (3) projects to demonstrate their qualifications to perform the Work.

The Bidder and his subcontractors are required to have a valid, active license issued by the California, Contractors State License Board. The Bidder shall have a Class A, General Engineering Contractor license. Subcontractors shall hold a valid, active license issued by the California Contractors State License Board covering the subcontractor's scope of work. Electrical subcontractors shall have a current C-10 electrical subcontractors license and meet all additional requirements detailed in Technical Specification Section 16010-1.04.

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

#### 4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

#### 4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data



furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility.

4.06 Additional Owner Provided Information

A. Reference is made to the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

B. Paragraph 9.12.B of the General Conditions states that if an Owner Safety program exists it will be noted in the Supplementary Conditions.

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

A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or 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 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or accept consequences of not doing 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

- H. Correlate 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;
  - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 - PRE-BID CONFERENCE**

5.01 A pre-bid meeting and job walk will be held on **August 15, 2019 starting at 9:00 AM** at the Jenny Lind Water Treatment Plant, Training Center, at 3516 Silver Rapids Rd., Valley Springs, CA 95252. From that point, a job walk will proceed to the project locations on Kirby Street, Gabor Street, and Garner Place.

#### **ARTICLE 6 - SITE AND OTHER AREAS**

6.01 The Site is identified in the Bid Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

#### **ARTICLE 8 - BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount not less than 5 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid Bond (00430) issued by a surety meeting the requirements of Paragraphs 6.01 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

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

#### **ARTICLE 9 - CONTRACT TIMES**

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

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages are set forth in the Agreement.

#### **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as described in paragraph 7.04 of the General Conditions, or those substitute materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of Agreement must be received by the Engineer at least 10 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 7.04 of the General Conditions. 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. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

#### **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 All proposed subcontractors shall be listed as required by Public Contract Code Section 4104 et. seq.

12.02 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.A.

#### **ARTICLE 13 - PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid

item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

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

13.06 A Bid by an individual shall show the Bidder’s name and business address.

13.07 A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.

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

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

13.10 The postal address, email and telephone number for communications regarding the Bid shall be shown.

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

#### **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

##### 14.01 Unit Price

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

B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions. The bid total will be used to determine whose bid is the lowest price, as provided in Section 19.

C. Discrepancies between multiplication of units of Work and unit prices will be resolved in favor of unit prices, discrepancies between the indicated sum of any column of figures and correct sum thereof will be resolved in favor of the correct sum, and discrepancies between words and figures will be resolved in favor of words.

##### 14.02 Allowances

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

## **ARTICLE 15 - SUBMITTAL OF BID**

15.01 The Bid Form is to be completed and submitted with all attachments outlined in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid 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 prior to the date and time for the opening of Bids.

16.02 After the date and time for the opening of Bids, Bids may only be withdrawn as provided in Public Contract Code Section 5100 et seq.

## **ARTICLE 17 - OPENING OF BIDS**

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

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. 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.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those

portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the Bid Form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

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

## **ARTICLE 21 - SIGNING OF AGREEMENT**

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - SALES AND USE TAXES**

22.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 7.09 of the General Conditions.

## **ARTICLE 23 – AGENCY REQUIREMENTS**

23.01 Payment and retainage will comply with the contract agreement section 6.02 "Progress Payments; Retainage." Bidders are notified that this contract does not permit retainage to be placed in escrow nor to be invested for the benefit of the contractor.

23.02 Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 18.10 of the General Conditions.

## **ARTICLE 24 – WAGE RATE REQUIREMENTS**

24.01 Prevailing Wages: Notice is hereby given that, pursuant to Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

24.02 Statutory Penalty for Failure to Pay Minimum Wages: In accordance with Section 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a Contract is made or awarded, forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any subcontractor under the contractor.

24.03 Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of provisions of Sections 1810-1815 of the California Labor Code.

24.04 Apprenticeship Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

24.05 Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and subcontractors shall furnish and submit electronic certified payroll records directly to the Labor Commissioner, and duplicate copies available to Owner.

## **ARTICLE 25 – REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

25.01 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5.

25.02 This bid is subject to Labor Code Section 1771.1 (a) through (d) as follows:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.



**SECTION 00410  
BID FORM**

Jenny Lind Service Line Replacement  
(Kirby-Gabor-Garner)  
CIP #11066G

TABLE OF ARTICLES

- Article 1 – Bid Recipient
- Article 2 – Bidder’s Acknowledgments
- Article 3 – Bidder’s Representations
- Article 4 – Bidder’s Certification
- Article 5 – Basis of Bid
- Article 6 – Time of Completion
- Article 7 – Attachments to Bid
- Article 8 – Defined Terms
- Article 9 – Bid Submittal

**ARTICLE 1- BID RECIPIENT**

1.01 This Bid is submitted to: Calaveras County Water District at the main office at 120 Toma Court, San Andreas, CA 95249, no later than **1:00 PM local time on Thursday, August 29, 2019.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for prices and within times indicated in this Bid and according to all terms and conditions of the Bidding Documents.

**ARTICLE 2- BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3- BIDDER’S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, 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.

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

H. 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.

I. 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.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4- BIDDER'S CERTIFICATION**

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

#### **ARTICLE 5- BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) provided in the attached bid schedule (at the end of this section).

5.02 Unit Prices have been computed in accordance with Paragraph 11.04.B of the General Conditions

5.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.04 Bid Prices are for work that has been furnished and installed by the Contractor and is fully completed. The bid items as described and provided are for bidding and payment purposes and do not in any way limit the Contractor's responsibility to perform all work that may be reasonably inferred from the plans, specifications and other bid documents to produce the intended result.

5.05 All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

5.06 If "additive" or "deductive" Bid Items are included in the Bid- clearly identify the method for applying the alternates and the basis for award of the contract.

#### **ARTICLE 6- TIME OF COMPLETION**

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7- ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid (Section 00410):

**(ATTACH EACH DOCUMENT BELOW TO THE BID)**

- A. Non-Collusion Affidavit (Section 00420);
- B. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
- D. List of Subcontractors (Section 00470); and

#### **ARTICLE 8- DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders (Section 00200), General Conditions (Section 00700), Supplementary Conditions (Section 00800), and Special Conditions (00900).

**ARTICLE 9- BID SUBMITTAL**

9.01 This Bid is submitted by: \_\_\_\_\_

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Submitted on \_\_\_\_\_, 2017.

State Contractor License No. \_\_\_\_\_

Employer's Tax ID No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

If Bidder is:

**An Individual**

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

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

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

**A Partnership**

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

(SEAL) \_\_\_\_\_

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

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

**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)*

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

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Partner Name: \_\_\_\_\_  
(SEAL)

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

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

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

Second Joint Venture Partner Name: \_\_\_\_\_  
(SEAL)

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

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

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

(Each joint venture partner 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.)

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**BID SCHEDULE**  
*Jenny Lind Water System*  
*Water Service Line Replacement Project*  
*CIP #11066G*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>BID AMOUNT</u>
1	MOBILIZATION / DEMOBILIZATION	LUMP SUM	1	-	\$ _____
2	SHEETING, SHORING & BRACING	LUMP SUM	1	-	\$ _____
3	ENCROACHMENT/TRAFFIC CONTROLS	LUMP SUM	1	-	\$ _____
4	STORMWATER POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES (BMPs):	LUMP SUM	1	-	\$ _____
5	POTHOLE / EXISTING TAP LOCATIONS	EACH	85	\$ _____	\$ _____
6A	1-1/2" X 1" DUAL WATER SERVICE REPLACEMENT DETAIL W07F / TYPE 'A' (ON PIPE BARREL)	EACH	35	\$ _____	\$ _____
6B	1-1/2" X 1" DUAL WATER SERVICE REPLACEMENT DETAIL W07F / TYPE 'B' (AT PIPE COUPLING)	EACH	35	\$ _____	\$ _____
7A	1" WATER SERVICE REPLACEMENT DETAIL W07G / TYPE 'A' (ON PIPE BARREL)	EACH	8	\$ _____	\$ _____
7B	1" WATER SERVICE REPLACEMENT DETAIL W07G / TYPE 'B' (AT PIPE COUPLING)	EACH	7	\$ _____	\$ _____
8	HOT MIX ASPHALTIC CONCRETE PATCH PAVING	TONS	_____	\$ _____	\$ _____
<b>TOTAL BID AMOUNT ALL ITEMS (NUMERICAL)</b>				\$ _____	

**TOTAL BID AMOUNT (WRITTEN):**

\_\_\_\_\_ **DOLLARS**

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## **DESCRIPTIONS OF BID ITEMS**

*Note: Bid items listed herein for bidding and payment purposes do not limit Contractor's responsibility to perform all work required under this contract, on drawings, in specifications, or reasonably inferred or interpreted to be necessary to complete the work.*

### **BID ITEM NO.1 – MOBILIZATION / DEMOBILIZATION**

This item consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; securing bonds and insurance, establishing a field office (if applicable) and staging areas; preparing schedules and sequencing plans, submitting shop drawings; and for all other work and operations to be performed, or costs incurred, prior to beginning the Work. Contractor shall provide and maintain portable toilet(s) on-site for use by employees. Demobilization shall include, but not limited to, removal of all waste materials, debris, final cleanup of construction and staging areas, and issuance of maintenance bond. *(Note: This bid item not to exceed ten percent (10%) of the total Contract Sum.)*

### **BID ITEM NO.2 – SHEETING, SHORING & BRACING**

In accordance with California Labor Code and Department of Industrial Relations requirements, the Contractor shall furnish and install sheeting, shoring and bracing for all excavations and trenches five (5) feet or deeper into which any person is required to descend; safety plan(s) shall meet minimum requirements of the Construction Safety Orders, Sections 1539 to 1543. For soil types, refer to geotechnical reports in the Appendix of this Project Manual.

### **BID ITEM NO.3 – ENCROACHMENT PERMITS & TRAFFIC CONTROLS**

As necessary to complete all work within the road right-of-way, the Contractor shall provide all labor, equipment and materials and perform all work and coordination to implement and comply with encroachment permits as issued by the County Public Works. The District will submit a preliminary permit application as "Owner" and pay all fees directly invoiced by the County. The Contractor shall prepare and file all paperwork to complete Contractor's part of the encroachment permits and must comply with all requirements and conditions as listed "Contractor" under the permit. The Contractor shall prepare/submit specific traffic control plans meeting requirements and approval of the County, and shall fully support and implement traffic control plans including all signage, flaggers, barricades, k-rail, safety devices, etc. Temporary traffic control plans shall be designed and implemented in accordance with California Manual on Uniform Traffic Control Devices (MUTCD) 2014, Revision 3. Contractor shall schedule and notify the County of all road lane closures and other encroachments within the right of way.

### **BID ITEM NO.4 – STORM WATER POLLUTION PREVENTION (SWPPP/BMP'S)**

This item includes all labor, materials, equipment for preparing, furnishing, installing and maintaining a project specific Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices (BMP's) to comply with the Construction General Permit 2009-0009-DWQ (amended by 2010-0014-DWQ and 2012-0006-DWQ). SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) and implemented under direction of a Qualified SWPPP Practitioner (QSP) licensed by the California Stormwater Quality Association (CASQA). All work shall be according to the latest version of the CASQA Construction BMP Online Handbook, which is available on their website [www.casqa.org](http://www.casqa.org). BMP's shall be provided for run-on control, soil stabilization, erosion control, sediment control, tracking control, wind erosion, material pollution prevention and waste management, and stockpile management. Each day if trenching, excavating and/or tracking dirt onto roads/highways, all trench spoils and excess waste excavated materials shall be removed and area mechanically swept and/or vacuumed to thoroughly clean all pavement surfaces. Contractor's operations shall preserve existing vegetation not in the immediate construction zone and shall not be conducted in a method/manner that allows trench spoil or backfill materials to directly enter into any creeks, stream, drainage or roadside ditches. All existing drainages shall be protected during construction and cleaned of all trench spoil, debris and returned to free flowing, functional condition upon project closeout. All disturbed soil areas shall be stabilized by appropriate permanent BMP's as soon as possible so each completed area can be closed out and removed from the SWPPP permit with the goal of limiting further monitoring and reporting in completed areas. After demobilization, Contractor's responsibility shall continue during guarantee period until a Notice of Termination (NOT) is filed and accepted by the Regional Board.

**BID ITEM NO.5 – POTHOLING / EXISTING TAP LOCATIONS**

Prior to ordering materials the Contractor shall pothole each existing tap location on the water mains to confirm the water main diameter and existing installation conditions. For each location, the Contractor will determine if the existing installation is either Type “A” with the tap located on the pipe barrel or Type “B” with the tap located on a pipe joint, coupling. Based upon the data collected during the potholing effort, the quantities for Bid Items No.6A, No.6B, No.7A and No.7B will be adjusted and the total bid amount adjusted based on the updated quantities and the unit prices provided with the Contractor’s original bid. The potholing effort shall be divided into three (3) separate phases and scheduled when initiating and completing work in each of the three (3) roads (Kirby, Gabor and Garner).

**BID ITEM NO.6A – 1-1/2” X 1” DUAL WATER SERVICE REPLACEMENT / DETAIL W07F / TYPE ‘A’**

Where the existing tap is located on the pipe barrel, Type ‘A’ is used with a Mueller Xtra-Range Servi-Seal repair coupling with threaded service outlet. This item includes all labor, equipment and materials to remove and replace existing and furnish and install new 1-1/2” x 1” Dual Water Service by open-cut trench method and according to the project specifications, drawings, and details. Each dual installation serves two (2) adjacent parcels. For each location all new materials shall be provided as specified in Section 02645 including new tap saddle (1), corp. stop (1), 1-1/2’ and 1” CTS polyethylene tubing, compression T or Y (1), angle meter valves (2) and new meter boxes (2) and covers (2). Trench excavation, backfill and compaction shall conform to specification Section 02221 and standard Detail G05. The trench shall be excavated within the existing paved road and routed from the existing water main to the same location as the existing meter boxes. All facilities will be tested and disinfected according to specification Section 02660.

**BID ITEM NO.6A – 1-1/2” X 1” DUAL WATER SERVICE REPLACEMENT / DETAIL W07F / TYPE ‘B’**

Where the existing tap is located on an existing pipe joint/coupling, Type ‘B’ is used by first cutting out and removing the existing rigid asbestos concrete pipe coupling and then replacing it with a 24” minimum long spool of new C900 DR18 PVC retained at both ends with wide range couplings (Krausz Hymax 2). This item includes all labor, equipment and materials to remove and replace existing and furnish and install new 1-1/2” x 1” Dual Water Service by open-cut trench method and according to the project specifications, drawings, and details. Each dual installation serves two (2) adjacent parcels. For each location, all new materials shall be provided as specified in Section 02645 including new tap saddle (1), corp. stop (1), 1-1/2’ and 1” CTS polyethylene tubing, compression T or Y (1), angle meter valves (2) and new meter boxes (2) and covers (2). Trench excavation, backfill and compaction shall conform to specification Section 02221 and standard Detail G05. The trench shall be excavated within the existing paved road and routed from the existing water main to the same location as the existing meter boxes. All facilities will be tested and disinfected according to specification Section 02660.

**BID ITEM NO.7A – 1” WATER SERVICE REPLACEMENT / DETAIL W07G / TYPE ‘A’**

Where the existing tap is located on the pipe barrel, Type ‘A’ is used with a Mueller Xtra-Range Servi-Seal repair coupling with threaded service outlet. This item includes all labor, equipment and materials to remove and replace existing and furnish and install new 1” Water Service by open-cut trench method and according to the project specifications, drawings, and details. Each service is to a single parcel. For each location all new materials shall be provided as specified in Section 02645 including new tap saddle (1), corp. stop (1), 1” CTS polyethylene tubing, angle meter valve (1) and new meter box (1) and cover (1). Trench excavation, backfill and compaction shall conform to specification Section 02221 and standard Detail G05. The trench shall be excavated within the existing paved road and routed from the existing water main to the same location as the existing meter boxes. All facilities will be tested and disinfected according to specification Section 02660.

**BID ITEM NO.7B – 1” WATER SERVICE REPLACEMENT / DETAIL W07G / TYPE ‘B’**

Where the existing tap is located on an existing pipe joint/coupling, Type ‘B’ is used by first cutting out and removing the existing rigid asbestos concrete pipe coupling and then replacing it with a 24” minimum long spool of new C900 DR18 PVC retained at both ends with wide range couplings (Krausz Hymax 2). This item includes all labor, equipment and materials to remove and replace existing and furnish and install new 1” Water Service by open-cut trench method and according to the project specifications, drawings, and details. Each service is to a single parcel. For each location all new materials shall be provided as specified in Section 02645 including new tap saddle (1), corp. stop (1), 1” CTS polyethylene tubing, angle meter valve (1) and new meter box (1) and cover (1). Trench excavation, backfill and compaction shall conform to specification Section 02221 and standard Detail G05. The trench shall be excavated within the existing paved road and routed from the existing water main to the same location as the existing meter boxes. All facilities will be tested and disinfected according to specification Section 02660.

**BID ITEM NO.8 – HOT MIX ASPHALTIC CONCRETE PATCH PAVING**

Paving materials, equipment, spreading and compacting procedures shall conform to Section 39, Caltrans Standard Specifications. The Contractor shall provide all labor, equipment and materials for saw-cutting, grinding, removal, disposal of existing pavement and replacement with new hot mix asphaltic concrete paving within streets, driveways, parking lots, and other paved areas. In roads, work shall be as directed and approved by the County Public Works. A clean, straight saw cut shall be made along all edges between new and existing pavement and grind out transitions and overlays. All water and slurry generated during saw cutting work shall be immediately vacuumed and removed to prevent migration off the pavement and stop it from entering storm drains, drainages, etc. Joints and overlay areas shall be treated/primed/sprayed with a tack coat of asphalt emulsion prior to placement of adjacent hot mix asphalt. Final pavement shall be placed with a paver machine and compacted to the compaction level intended by the mix design. Contractor shall repaint fog, limit, center lines and all other traffic/pavement markings. Final paving thickness shall be determined in the field by CCWD and Calaveras County public works; the minimum thickness of placed and compacted patch hot mix asphaltic concrete paving shall be 2-inches on driveways and 4-inches on County public roads (2" deep lift and 2" placed along with adjacent overlays). All trenches and excavations shall have a T-Section (minimum 12" to each side of trenches and all sides of excavations). For pavement less than 5-inches thick, the Contractor is required to remove all existing pavement within the T-Section. For pavement 5-inches thick or greater, the Contractor is required to mill and grind out the T-Section within the existing paving surface to a depth of 2" to receive a 2" overlay. Payment shall be for weight of hot mix AC paving delivered (submit daily truck tags) and placed and meeting quality standards; finished surface shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. *(Note: For any load, District may deduct if a significant amount of hot mix is wasted/unusable and not incorporated into work).*

**END OF SECTION**



**SECTION 00420  
NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID  
(Public Contract Code Section 7106)**

State of California  
County of Calaveras

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing bid submitted to the Calaveras County Water District for the:

Jenny Lind Service Line Replacement  
(Kirby-Gabor-Garner)  
CIP #11066G

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed:

By \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_  
(date)

\_\_\_\_\_  
(Notary Public)

(SEAL)

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**SECTION 00430  
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*):

Calaveras County Water District  
P.O. Box 846  
San Andreas, CA 95249

BID

Bid Due Date: **August 29, 2019**

Description (*Project Name and Include Location*): **Jenny Lind Service Line Replacement (Kirby-Gabor-Garner)  
CIP # 11066G**

BOND

Bond Number:

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

Penal sum

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

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

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

By:

\_\_\_\_\_  
Signature

By:

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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



**SECTION 00470  
LIST OF SUBCONTRACTORS**

BIDDER: \_\_\_\_\_

Work to be Performed	Percent of Total Contract Price	Subcontractor's Name and Location of Place of Business, Contractor's License Number, and DIR Registration Number

(ADD ADDITIONAL SHEETS AS NECESSARY)

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**SECTION 00500**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between           **CALAVERAS COUNTY WATER DISTRICT**           (“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. The Contractor is to remove and replace existing water service laterals prone to leaking along Kirby St., Gabor St., and Garner Pl. in Rancho Calaveras. This includes both single services providing water to one parcel and dual services providing water to two adjacent parcels. The new installation requirements for single and dual services are shown respectively in Details W07G and W07F. Also, the District cannot say when Type ‘A’ or Type ‘B’ method of replacement must be used, since it is unknown which existing service taps were located on the pipe barrel versus at pipe couplings. Therefore, it is part of the Contractor’s scope of work to verify the existing conditions (by potholing or other effective means) and figure out and implement the appropriate fix either Type ‘A’ or Type ‘B’. The Contractor will be allowed an adjustment in costs based on the unit prices in their bid.
  - B. The Contractor will be required to make advanced notifications to customers directly being impacted by water main shutdowns and service interruptions. These shutdowns and notification must be approved by and coordinated with the District’s public information officer and operations staff. Any shutdown will be limit to maximum 8-hrs per day (Monday through Thursday) and maximum 4-hrs on Fridays. No shutdowns or service interruptions will be allowed on weekends or holidays. Throughout the Contractors work, the existing water main, new tie-in connections, services and other new and existing water service components are to be properly disinfected and kept clean and sterile at all times and cannot pose any risk to public health.
  - C. The Contractor must obtain and comply with requirements of an encroachment permit issued by the County Public Work. Significant emphasis will be placed on keeping the work site and right-of-way clean, free of debris, and surfaces in good condition, maintaining public safety for pedestrians and vehicles using the road, minimizing and resolving public complaints related to construction activities, implementation of effective traffic controls and signage, obeying posted speed limits, installation and maintenance of temporary and permanent stormwater pollution prevention BMP’s. Another important aspect of the encroachment permit is the backfill and compaction of the trench and road base and achieving the required compaction effort. The new paving must be of the highest quality possible. To each side of trenches a “T”-section must be made by saw-cutting and grinding/milling the surface to minimize trench settlement. If trench patches impact more than half the road width, the repair shall extend the full width of the road.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Jenny Lind Service Line Replacement**  
**(Kirby-Gabor-Garner)**  
**CIP #11066-19A**

### **ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by the Calaveras County Water District (the Owner).
- 3.02 The Owner has retained/designated Charles Palmer, P.E., District Engineer (as “Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and rights and authority assigned to Engineer in the Contract Documents in connection with the completion of 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 Contract Times: Days
- A. The Contractor shall substantially complete work including punch list items and other remaining work within 153 calendar days between October 1 thru November 30, 2019 and May 1 thru July 31, 2020. These calendar days include completing shop drawings and ordering materials. The Contractor will generally not be permitted to conduct site work between December 1, 2019 and April 30, 2020 and must winterize the project during this period.
- 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 \$500 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 \$500 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 an exhibit with an initial contact amount of \$                     .
- B. As provided in Paragraph 13.03 of the General Conditions, estimated quantities for unit price work are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and the final contract amount adjusted accordingly.

### **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 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 or about the 15<sup>th</sup> or 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments 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 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at a rate in accordance with applicable law.

**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.
- E. Contractor has considered 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 (00500)
  - 2. Project Drawings and Details (as distributed to bidders)
  - 3. Project Manual
  - 4. Performance Bond (00610) and Payment Bond (00615)
  - 5. Bid Bond (00430) and Maintenance Bond (00650)
  - 6. General Conditions (00700) and Supplementary Conditions (00800).
  - 7. Addenda (issued during the bid period)
  - 8. Contractor's Bid
  - 9. Work Change Directives and/or Change Orders (which may be delivered or issued by the Engineer on or after the Effective Date of the Contract).
  - 10. CCWD Design and Construction Standards
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above), and there are no Contract Documents other than those listed above, which 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.

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

This Agreement will be effective on September \_\_\_\_, 2019 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: Michael Minkler

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

Title: General Manager

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

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

Attest: Rebecca Hitchcock

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

Title: Clerk to the Board

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

Address for giving notices:

Address for giving notices:

CALAVERAS COUNTY WATER DISTRICT

\_\_\_\_\_

P.O. BOX 846

\_\_\_\_\_

SAN ANDREAS, CA 95247

\_\_\_\_\_

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.)*



**SECTION 00510  
NOTICE OF AWARD**

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

---

Project: **Jenny Lind Service Line Replacement (Kirby-Gabor-Garner)**

---

Owner: **CALAVERAS COUNTY WATER DISTRICT**

Owner's Contract No. **CIP #11066G**

---

Contract:

Engineer's Project No.:

---

Bidder:

---

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

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You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

*[Indicate total Work, alternates, or sections of Work awarded.]*

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]*

Four copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Four full-sized sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

**CALAVERAS COUNTY WATER DISTRICT**

Owner

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

Authorized Signature

Title

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SECTION 00550  
NOTICE TO PROCEED

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

Project: Jenny Lind Service Line Replacement (Kirby-Gabor-Garner)

Owner: Calaveras County Water District	Owner's Contract No.: CIP #11066G
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: [send Certified Mail, Return Receipt Requested]	

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is \_\_\_\_\_ **days** (or by date of \_\_\_\_\_, \_\_\_\_ ) and the number of days to achieve readiness for final payment is \_\_\_\_\_ **days** (or by date of \_\_\_\_\_, \_\_\_\_ ).

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

	CALAVERAS COUNTY WATER DISTRICT
	Owner
	Given by:
	Authorized Signature
	Title
	Date

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**SECTION 00610  
PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**CALAVERAS COUNTY WATER DISTRICT  
P.O. BOX 846 / 120 TOMA COURT  
SAN ANDREAS, CA 95249**

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description *(name and location)*: **Jenny Lind Service Line Replacement (Kirby-Gabor-Garner), CIP #11066G  
Calaveras County, CA**

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

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

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

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting

from the actions or failure to act of the Surety under Paragraph 5; and

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

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

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

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

11. Not used.

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

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

14. Definitions

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

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

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

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

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

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

16. Not used.



**SECTION 00615  
PAYMENT BOND**

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description (name and location): **Jenny Lind Service Line Replacement, (Kirby-Gabor-Garner), CIP #11066G  
Calaveras County, CA**

**BOND**

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(seal)

Contractor's Name and Corporate Seal

\_\_\_\_\_  
(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

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work including, but not limited to, costs to repair or replace Contractor's

defective work, and any amounts owed to Owner, including amounts owed for damages Owner incurred, or for liquidated damages.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. Not used.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

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

1. The name of the Claimant;
2. The name of person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;

5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has the right to assert a stop notice or bond claim as provided in the California Civil Code. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Not used.



**SECTION 00620**  
**CONTRACTOR'S APPLICATION FOR PAYMENT**

The Contractor's application for payment shall be made using the attached Engineers Joint Contract Documents Committee (EJCDC) Form C-620. For each application for payment to be deemed complete, the Contractor shall prepare, sign and submit all pages: 1) Summary, 2) Lump Sum Work, 3) Unit Price Work and 4) Stored Materials.

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**SECTION 00625  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: <b>CALAVERAS COUNTY WATER DISTRICT</b>	Owner's Contract No.: <b>CIP #11066G</b>
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: <b><u>Jenny Lind Service Line Replacement</u></b> <b><u>(Kirby-Gabor-Garner)</u></b>	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

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

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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**SECTION 00650  
MAINTENANCE BOND**

The CALAVERAS COUNTY WATER DISTRICT, State of California, on \_\_\_\_\_, \_\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a Construction Agreement for the construction of the project

**Jenny Lind Service Line Replacement  
(Kirby-Gabor-Garner)  
CIP #11066G**

The Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto CALAVERAS COUNTY WATER DISTRICT, in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is equivalent to thirty percent (30%) of the Construction Agreement, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Construction Agreement and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless, the CALAVERAS COUNTY WATER DISTRICT, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the CALAVERAS COUNTY WATER DISTRICT such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to satisfactory completion of the said Construction Agreement, the above obligation in said amount shall hold good for a period of two (2) years after completion and acceptance of the said work, during which time if the above bonded Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the CALAVERAS COUNTY WATER DISTRICT from loss or damage made evident during said period of two (2) years from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety thereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work or specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

The above parties have executed this instrument under their seals on (date) \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signature

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signature

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**00700**  
**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 15 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 sixtieth (60) 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 thirty (30) days after the Effective Date of the Contract.

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 00700 General Conditions of the Construction Contract. All provisions which 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.

**SC-1.01.A.8**     **Add the following language to the end of Paragraph 1.01.A.8:** The Change Order form to be used on this Project is located in Section 00840. Owner approval is required before Change Orders are effective.

**SC-1.01.A.48**   **Add the following language at the end of the last sentence of Paragraph 1.01.A.48:** A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

**SC-1.01.A.49**   **Add the following new Paragraph after Paragraph 1.01.A.48:** Abnormal Weather Conditions- Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

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

*B. Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

*C. Evidence of Owner's Insurance:* After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

Owner shall furnish to Contractor five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

**SC-4.01.A**     **Amend the last Paragraph of 4.01.A by striking out the following words:**

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.

**SC-4.05.C.2**   **Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:**

Abnormal Weather Conditions;

**SC-5.03. Add the following new paragraphs immediately after Paragraph 5.03.B**

- C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:
  - 1. None / no geotechnical study was performed for the subject project.
- D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
  - 1. The District relied upon its utility maps, site visit, APN parcel maps, and utility location markings provided by public utility companies after calling into Underground Service Alert (USA) North.
- E. Copies of reports and drawings itemized in SC-5.03.C and SC-5.03.D that are not included with Bidding Documents may be examined at the office of the Calaveras County Water District, 120 Toma Court, San Andreas, CA 95249 / Phone: (209) 754-3543 during regular business hours (8:00 AM to 4:00 PM). These reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

**SC-5.06. Add the following new paragraphs immediately after Paragraph 5.06.A**

- 1. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of Hazardous Environmental Conditions at the Site:
  - a. None / the District is not aware of any hazardous environmental conditions at the project site(s), a leaking underground storage tank (LUST) fuel storage tank cleanup site at 11558 Milton Rd, Jenny Lind, CA 95252 was closed out/cleaned up as of 03/17/1995.
- 2. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of Hazardous Environmental Conditions which are at or contiguous to the Site:
  - a. There are no separate figures or drawings except as included in reports for case files (if any are referenced above).
- 3. Copies of reports and drawings itemized in SC-5.06.A.1 and SC-5.06.A.2 that are not included with Bidding Documents may be examined at <http://geotracker.waterboards.ca.gov>. These reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

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

- K. The limits of liability for 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:
    - a. State: Statutory
    - b. Employer’s Liability \$1,000,000

2. Contractor's *Commercial General Liability* under paragraphs 6.03.B and 6.03.C of the General Conditions:
  - a. General Aggregate \$2,000,000
  - b. Products - Completed Operations Aggregate \$1,000,000
  - c. Personal and Advertising Injury \$1,000,000
  - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
  - e. Excess or Umbrella Liability
    - 1) General Aggregate \$2,000,000
    - 2) Each Occurrence \$2,000,000
2. *Automobile Liability* under paragraph 6.03.D of the General Conditions:
  - a. Combined Single Limit \$1,000,000
3. Property Damage liability insurance will provide Explosion, Collapse and Underground (X, C, U) coverages where applicable.
4. Contractual Liability coverage required by paragraph 6.03.C.2 of the General Conditions shall be provided as part of the *Commercial General Liability* coverage.
5. The Owner and Engineer (including all their designated officers, employees, representatives and agents) are to be included as additional insureds including but not limited to:
  - a. Calaveras County Water District
  - b. County of Calaveras
  - c. Condor Earth Technologies

**SC-6.06 Delete paragraph 6.06B. and 6.06C. in entirety.**

**SC-7.04.A Amend the third sentence of the paragraph by striking out the following words:** Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted.

**SC-7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and:" and adding a period at the end of Paragraph a.3.**

**SC-7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety.**

**SC-7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:**

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s).

**SC-7.06.B Delete Paragraph 7.06.B in its entirety.**

**SC-7.08 Amend Paragraph 7.0 8 by adding the following text to the end of the Paragraph:**

For encroachments on County roads, the Contractor shall obtain permits except the District will pay direct governmental charges and inspection fees. In submitting a bid, the Contractor shall fully assess encroachments and traffic control needs and include associated costs in the bid items

**SC-7.18            Replace Paragraph 7.18 in entirety with the following text:**

*Indemnification*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, and any of their agents and consultants, and each of their directors, officers, agents, and employees (“Indemnitees”) for any actual or alleged damage or losses relating to or arising out of Contractor’s performance under this Contract or in any way relating to the Work. Contractor’s defense and indemnity obligation shall include, but not be limited to, Contractor indemnifying, defending, and holding Indemnitees harmless from all actual or alleged liability, claims, damages, losses, expenses, and other costs, including costs of defense and attorneys’ and expert fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the project site. However, Contractor shall not be liable for any such claims, damages, losses, expenses, liability and other costs that are caused by the sole negligence, willful misconduct, or active negligence of Indemnitees.

In any and all claims against the Indemnitees by any employee of Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement 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 Subcontractor, or any Supplier or other person under Worker’s Compensation acts, disability benefit acts, or other employee acts.

Additionally, Contractor shall defend, indemnify, and hold Indemnitees harmless from and against: (1) any and all claims, liabilities, loss, damage, costs, or expenses, including reasonable attorneys' fees, awards, and judgments, arising by reason of any claims, liens, stop notices, or bond claims for labor, materials, or equipment used or furnished to be used in connection with the Work, or union trust fund payments arising from or relating to the Work, and (2) all incidental or consequential damages resulting to Owner from such claims, liens, stop notices or bond claims. Contractor shall cause the effect of any such claim, suit, stop notice, or lien to be removed from the Project within ten days after written demand to do so is made by Owner. If Contractor fails to do so, Owner may use whatever means it deems appropriate to cause the suit, stop notice or lien to be removed or dismissed. All resulting cost and expense incurred by Owner shall be immediately due and payable to Owner by Contractor.

**SC-7.20            In Article 7, Add New Paragraph 7.20:**

Contractor shall provide three (3) copies of each submittal; one (1) copy will be returned with Engineer’s comments. Submittals shall be organized, securely bound, accompanied by a transmittal, and systematically numbered and titled adding postscript letters “A”, “B” or “C” for each subsequent resubmittal. Shop drawings containing unrelated items are not acceptable unless taken together comprise a manufacturer’s package or closely related scope of supply. Contractor shall not fax or email information unless requested by Engineer. Engineer will complete review and return comments for each submittal or resubmittal within fourteen (14) days. Engineer will return comments marked with one course of action to be carried out by the Contractor as follows:

- A. No Exceptions Taken: Approved as submitted
- B. Furnish As Noted: Approved given that the Contractor makes corrections noted by Engineer.
- C. Revise & Resubmit: Not Approved; Contractor must resubmit shop drawing after making revisions according to Engineer’s comments.
- D. Rejected/Resubmit: Not Approved; Engineer finds shop drawing materially differs from contract requirements; Contractor is to verify/resolve discrepancy and resubmit accordingly.



**SC-10.03**      **Add the following language at the end of paragraph 10.03:** The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be stated in the Agreement for Engineering Services executed for this specific project.

**SC-11.06.A**      **Amend the first sentence of Paragraph 11.06.A. to read as follows:**

*Procedures:* Contractor shall submit each Change Proposal to the Engineer prior to commencing any work for which Contractor believes it is entitled to an adjustment in Contract Time or Contract Price. If the need for an adjustment in Contract Time or Contract Price arises after the scope of work has commenced then Contractor shall notify Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision.

**SC-11.07.C**      **Add the following new Paragraph after Paragraph 11.07.B:**

All Contract Change Orders must be concurred in by the District before they are effective.

**SC-13.02.C**      **Delete Paragraph 13.02.C in its entirety.**

**SC-15.01.B**      **Replace Paragraph 15.01.B in entirety with the following text:**

*B. Applications for Payments*

1. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment.
2. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated to that portion of Work in the schedule of values, less five percent (5%) retainage;
  - (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
  - (c) Subtract the aggregate of previous payments made by the Owner.
3. Each Application for payment shall be in such form and contain such information and substantiation of the portion of the Contract Price allocable to the portion of the Work covered thereby as herein required and as the Owner may reasonably require, and shall, include, without limitation, the following:
  - (a) A lien waiver in compliance with the requirements of California Civil Code Section 8132 from Contractor and from each Subcontractor and vendor of any tier for the Work and materials that are subject of the Application for Payment and that matches invoice amount. The lien waiver may be conditioned upon receipt of the payment applied for less applicable retention.
  - (b) An unconditional lien waiver in compliance with the requirements of California Civil Code Section 8134 from Contractor and from each Subcontractor and vendor of any tier covering Work and materials which covers all previous Applications for Payment.
  - (c) Contractor's certification that the Work covered by the Application for Payment has been completed in accordance with the Contract Documents and all applicable laws.

- (d) A detailed, current lien release log, listing all lien releases (both conditional and unconditional) provided to date by Contractor, Subcontractors and Vendors listing the individual amounts by pay period and the total received by each.
  - (e) A detailed, current change order log that includes all potential, approved and voided change orders.
  - (f) An updated overall Project schedule for review and approval by the Owner. The update should include all activities with percent completes through the current pay period. Any logic changes should be clearly identified with a detailed explanation and list of reasons for each change.
- 4. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."
  - 5. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

**SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:**

The Application for Payment with Engineer's recommendation will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

**SC-15.02.A Amend Paragraph 15.02.A by striking out the following text:**

"no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

**SC-15.06.A.3 Delete the language in Paragraph 15.06A.3. in its entirety and replace the paragraph with the following language:**

Before issuance of final payment, Contractor must provide to Owner satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

**SC-19 Add Article 19 titled "FEDERAL REQUIREMENTS"**

**SC 19.01 Conflict of Interest**

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

**SC 19.02            Gratuities**

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may reviewed in proceedings under the dispute resolution provisions of this Contract.
  
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

**SC- 19.03            Small, Minority and Women’s Businesses**

~~A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women’s businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women’s businesses on solicitation lists; (2) assuring that small, minority and women’s businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses; (4) establishing delivery schedules, where the requirements for the work permit, which will encourage participation by small, minority and women’s businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.~~

**SC-19.04            Anti-Kickback**

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans and Grants of the United States.”) The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to District.

~~**SC 19.05            Clean Air and Pollution Control Acts**~~

~~A. If this Contract exceeds \$100,000, Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 U.S.C. 7401 et seq.), §508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) is required. Contractor will report violations to the Agency and the Regional Office of the EPA.~~

~~**SC 19.06            Equal Opportunity Requirements**~~

~~A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR~~

~~part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."~~

- ~~B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.~~
- ~~C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.~~

#### **SC-19.07 Restrictions on Lobbying**

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

#### **SC-19.08 Environmental Requirements**

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

- A. Wetlands- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
- B. Floodplains- When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey maps.
- C. Historic Preservation- Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further direction issued by the Owner.
- D. Endangered Species- Contractor shall comply with the Endangered Species Act, which provides for protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of

Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending notification process and further directions issued by the Owner.

- E. Mitigation Measures- If the project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document are hereby included as a condition of this contract.
- F. Contractor is obligated to comply with all project environmental permits and documents regardless if furnished during bid period or anytime thereafter. Environmental permits and documents referenced by Owner and made available to Bidders during the bid period are taken to be contract requirements not considered extra work; those furnished after the bid opening may result in extra work by the Contractor. Copies of all such environmental documents and permits shall be either provided with the Bidding Documents, made available by electronic media, and/or be examined at the office of the Calaveras County Water District, 120 Toma Ct., San Andreas, CA 95249 during business hours.

**SC-21                    Add Article 21 titled “CALIFORNIA STATE REQUIREMENTS”**

**SC-21.01**    In accordance with California Labor Code Article 1725.5, Contractor and all subcontractors are required to be registered with the California Department of Industrial Relations (DIR) in order to bid or be listed on a bid and/or work on a public works project.

**SC-21.02**    Specific contract clauses mandated by Department of Industrial Relations (DIR):

- A. Every Contractor [*and subcontractor*] will be required to secure the payment of workers compensation to his or her employees conforming to Labor Code Section 1860.
- B. The Contractor shall post the applicable prevailing wage rate on the project site according to Labor Code Section 1771.4.

**SC-21.03**    In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**SC-21.04**    Prevailing Wages: Notice is hereby given that, pursuant to Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

**SC-21.05**    Statutory Penalty for Failure to Pay Minimum Wages: In accordance with Section 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit not more than two hundred dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any subcontractor under the contractor.

- SC-21.06** Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of provisions of Sections 1810-1815 of the California Labor Code.
- SC-21.06** Apprenticeship Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- SC-21.07** Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and subcontractors shall furnish and submit electronic certified payroll records directly to the Labor Commissioner, and duplicate copies available to Owner.
- SC-21.08** This project is subject to provisions of Assembly Bill 626 regarding resolution of change orders as set forth in Public Contract Code §9204.
- SC-21.09** Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) North at least 48-hours before digging, and follow all other provisions of California Government Code Sections 4216 through 4216.9. Contractor shall maintain an active USA North ticket number for the entire duration of the excavation.
- SC-21.10** Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated upon request for all costs of relocating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents (and not otherwise accurately marked and identified by the respective utility companies according to USA North procedures).

**SECTION 00830  
WORK CHANGE DIRECTIVE**

**Work Change Directive No.**

Date of Issuance:	Effective Date:
Owner: Calaveras County Water District	Owner's Contract No.: CIP #11066G
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: Jenny Lind Service Line Replacement (Kirby-Gabor-Garner)	Contract Name:

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

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

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

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

Contract Price	\$	[increase] [decrease].
Contract Time	days	[increase] [decrease].

**Basis of estimated change in Contract Price:**

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

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

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

Approved by Funding Agency (if applicable)

By:	Date:
Title:	

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**SECTION 00840  
CHANGE ORDER FORM**

**Change Order No.** \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner: Calaveras County Water District	Owner's Contract No.: CIP #11066G
Contractor: _____	Contractor's Project No.:
Engineer: _____	Engineer's Project No.:
Project: Jenny Lind Service Line Replacement (Kirby-Gabor-Garner)	Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

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

**RECOMMENDED:**

**ACCEPTED:**

**ACCEPTED:**

By: _____ Engineer (if required)	By: _____ Owner (Authorized)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

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

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**SECTION 00900  
SPECIAL CONDITIONS**

**ESC-01, Existing Utilities**

The Contractor shall mark all excavations, call Underground Service Alert (USA) 48-hrs before digging and follow all other provisions of California Government Code Section 4216 through 4216.9. The Contractor shall verify location of all existing utilities and, to the extent necessary to prevent damage by Contractor's work, shall hand dig, pothole and protect existing utilities.

**ESC-02, Soil Compaction & Concrete Cylinder Tests**

The District performs soil compaction tests and concrete cylinder breaks as part of construction inspection. The Contractor shall notify District's inspector two (2) working days in advance of concrete placements and before backfilling excavations and trenches. The Contractor shall temporarily halt heavy equipment operation to allow personnel safe access to perform tests.

**ESC-03, Sanitary Facilities**

The Contractor is required to furnish and regularly maintain temporary sanitary facilities, i.e. portable toilets, at the construction site for the duration of the project.

**ESC-04, Construction Water**

The District shall designate a source of construction water in the vicinity of the work site. Water may be drawn from a local fire hydrant if equipped with a District issued hydrant meter and backflow concerns averted by use of an air gap. Otherwise, fire hydrants must be equipped with a certified, tested reduced pressure backflow device.

**ESC-05, Safety and Health Regulations for Construction**

The District will not furnish and it is the Contractor's responsibility to properly furnish all temporary utilities, power, telephone, HVAC or other temporary facilities necessary to complete the work. All temporary utilities, facilities and other job site health and safety controls shall be supplied, installed and maintained by the Contractor according to Occupational Safety and Health Administration (OSHA) requirements 29 CFR 1926 Safety and Health Regulations for Construction.

**ESC-06, Overhead Power Lines**

The Contractor is cautioned that if overhead power lines or other utilities are present or in close proximity to the Contractor's daily work and heavy equipment operations, then temporary signage shall be posted for the duration of work to identify such hazards to personnel and equipment operators.

**ESC-07, Parking**

The Contractor shall park vehicles only in areas designated by the District. The District may change designated parking areas at any time, if parking of Contractor's vehicles is found to interfere with on-going operations or interfere with the public or other agencies.

**ESC-08, Site Security and Safety**

The Contractor shall secure the project site when not present to eliminate site hazards and maintain public safety and the safety of workers and employees. Contractor shall steel plate excavations and provide temporary security fencing around work areas and safety hazards. The Contractor shall secure the construction area, work, materials and equipment against theft or vandalism. All steel plates shall be rated for H20 traffic loads, adequately supported and secured in place from moving/shifting, traffic plates to be non-skid coated with a minimum coefficient of friction of 0.35 as determined by California Test Method 342, and coefficient of friction of 0.50 for areas of pedestrian traffic.

**ESC-09, Local Speed Limit**

The Contractor and subcontractors shall obey all speed limits in the vicinity of the work site to avoid endangering and disturbing local residents, motorists, pedestrians and members of the community. If not otherwise posted, the local speed limit is assumed to be 25 MPH in residential areas.

**ESC-10, Preservation of Property**

Private and public property – including but not limited to livestock, trees, shrubs, walls, landscaping, paving, roads, driveways, mail boxes, poles, fences, signs, survey markers, monuments, buildings, structures, vehicles, drainages, culverts, conduits and utilities – shall be protected during construction and, if damaged or injured, shall be replaced or restored by Contractor to a condition as good, or better, as when entering upon the work.

**ESC-11, Local Weather / Precipitation**

The following climate data for average monthly rainfall for Valley Springs, CA is assumed to be typical in the vicinity of the project:

Oct.	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1.30"	2.68"	3.74"	4.13"	3.86"	3.82"	2.01"	1.18"	0.28"	0.00"	0.04"	0.43"

**ESC-12, Exposing Existing Facilities** - When connections are to be made to any existing pipe or appurtenance where the actual size, elevation, or position of the facility is unknown, the Contractor shall excavate and expose the existing facility.

**ESC-13, Protection/Operation of Existing Facilities** – A primary concern of the District, is the protection and operation of the District's facilities. The Contractor will **not** be allowed to operate any existing valves or to cause a shutdown of any portion of the system. Operation of valves will be done by District personnel only. Any planned shutdown shall be discussed at a prior construction meeting or at least five (5) working days in advance of the work. Generally, shutdowns will be scheduled to begin mid-morning and occur mid-week Tuesday through Thursday. Any shutdown will require an approval of a notification plan for existing customers by the District to minimize inconvenience to existing customers.

**ESC-14, Shutdown of Existing Water Facilities** - The Contractor shall initiate a request for making a shutdown of the existing water facilities a minimum of five (5) business days in advance. Shutdowns are to be scheduled only for Monday through Thursday, and generally will not be approved for Friday, Saturday or Sunday or immediately before or after a holiday. On a given day, only one shutdown will be permitted to affecting the same customers and its duration is to be 8-hours maximum or less. The operation of any existing District valve or other facility shall be by District personnel only. The Contractor shall be fully prepared to complete the connection in the time allotted and shall not stop work until the facilities are restored to service on the same day. All possible preparatory work shall be completed to the satisfaction of the District prior to shutting down and opening up the existing system to complete the new connection.

**ESC-15, Public Relations** - The Contractor shall conduct its affairs in a manner, which will minimize disturbance to residents in the vicinity of the work. The job site shall be maintained in a condition, which shall bring no discredit to the District or its personnel, and all affected improvements shall be restored to their original condition. The Contractor shall not engage, participated or encourage any inappropriate behavior, language, argument, disagreement or confrontation with nearby residences and will notify the District personnel if any such situation develops to prevent its escalation.

**SECTION 02315  
TRENCH EXCAVATION, BACKFILL AND COMPACTION**

**1.0 GENERAL**

- 1.1 Scope - This section governs the work for trench excavation, backfill and compaction for underground pipeline work.
- 1.2 Submittals - Upon request, submit the following items for District approval in accordance with Section 00700-7.16 and Section 00800 SC-7.20:
- A. Lab tests for backfill gradation, durability and sand equivalent.
  - B. CAL-OSHA permit for sheeting, shoring and bracing plans for trenches and other excavations five (5) feet or more in depth into which any workers enter.

**2.0 MATERIALS**

- 2.1 Excavation is unclassified; Contractor shall make own estimate of soil conditions, extent various materials may occur and complete excavations for all soil types. It is assumed that rock and cobble is commonly encountered in local geology and occurs within the designated project area. No extra payment will be made for changed soil conditions for mechanical excavation unless hydraulic hammering is shown to be infeasible and controlled blasting must be used for removal.
- 2.2 Pipe Zone Backfill - Limits of pipe zone backfill are designated on Detail G05 (Appendix A) and included the bedding and backfill of all areas immediately surrounding the pipe, under the haunches, past the spingline up to 12" over the top of the pipe and shall consist of the following material:
- A. Sand Backfill shall be clean, durable, natural sand free from clay, organic materials, debris and other deleterious substances. 100% passing 3/8" sieve, 95% – 100% pass a No.4 sieve, and 10% or less passing No.200 sieve size. Sand equivalent to be 70 minimum.
- 2.3 Initial & Final Backfill – As designated limits on Detail G05 (Appendix A), initial backfill starts 12" above top of pipe and continues upward through the trench section with final backfill being the last 6" to 12" of material at the top of the trench nearest to the surface. Initial and final backfill shall be as follows:
- A. Within Road Right-of-Way (including all areas under pavement, gravel roads and shoulder within 5-ft of edge of pavement) shall be backfilled with Class 2 Aggregate Base meeting material requirements of Section 26 of the State Standards with 3/4" Maximum Grading, 25 min. sand equivalent, 35 min. durability index, and 78 min. R-value; no recycled materials.
  - B. Outside Road Right-of-Way – (including areas outside roads and shoulders greater than 5-ft from edge of pavement) shall be select native material free from organic matter, clay lumps, roots, and debris, large rocks and/or other deleterious substances with following gradation:

<u>Sieve Size</u>	<u>% Passing</u>
4"	100
3"	95-100
#4	50-100
#200	0-50

- 2.4 Slurry Backfill, a.k.a. controlled density fill, shall be transit mix two (2) sack cement/sand slurry conforming to State Standard Specifications 2010 §19-3.02D with 188 lbs/cy Type II Portland cement and at least 2,900 lbs/cy commercial quality concrete sand, and adding sufficient water to produce a fluid workable mix that flows and can be pumped without segregation during placement. Water must be free from oils, salts and other impurities that adversely affect the backfill.

2.5 Warning Tape – 3” wide warning tape marked as follows:  
Water, Colored Blue marked “CAUTION / WATER LINE BURIED BELOW”  
Sewer, Colored Green marked “CAUTION / SEWER LINE BURIED BELOW”

2.6 Tracer Wire – #12 AWG, Type UF with 3M Direct Bury (DBR) Splice Kit or equal.

### 3.0 EXECUTION

3.1 Excavation - Excavation for pipelines, fittings and appurtenances shall be open trench to depth and in direction necessary for the proper installation as shown on the contract drawings or as otherwise approved by District. Excavation shall only proceed when the necessary materials have been delivered to the site.

The Contractor shall remove obstructions within the trench area or adjacent thereto, such as abandoned concrete structures, logs, and debris of all types, without additional compensation. The District may, if requested, make changes in the trench alignment to avoid major obstructions. The Contractor shall bear all costs of disposing of roots and all other waste materials from the excavation. Material shall be disposed of offsite at Contractor’s expense.

Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) North at least 48-hours before digging, and follow all other provisions of California Government Code Section 4216 through 4216.9. Contractor shall maintain an active USA North ticket number for the entire duration of the excavation.

- A. Existing Pavement Removal - Pavement shall be removed and replaced in manner prescribed by the Agency issuing the encroachment permit. Existing pavement, curbs, gutters, sidewalks and driveways to be removed shall be neatly saw cut prior to removal. Saw cuts shall have a minimum depth of 1-inch in concrete sidewalk. Concrete sidewalks or driveways shall be removed so that a minimum of a 30-inch square is replaced. If the saw cut in a sidewalk or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed and replaced to the joint or edge. If the saw cut would fall within 12 inches of a score mark, the concrete shall be removed and replaced to the score mark. Concrete shall be removed by jackhammer.
- B. Grading and Stockpiling - The Contractor shall control grading and trenching in a manner to prevent water running into excavations. The excavated material shall be carefully controlled on the site or removed from the site to a designate staging/stockpiling area. Excavated material shall not enter drainages and obstructions of surface drainage avoided, prevented and means provided whereby storm and wastewater can be uninterrupted in existing gutters, other surface drains, or temporary drains. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Free access must be provided to all fire hydrants, water valves, meters, and private drives.
- C. Line & Grade - Contractor shall excavate trench to line and grade shown on plans; any deviations shall first be approved by the District. The trench shall be excavated to minimum depth of 6 inches below the bottom of the pipe with trench sidewalls maintained nearly vertical as is practical.
- D. Trench Support – Trenches and excavations shall be adequately supported and sheeting, shoring and bracing provided for worker safety as required by CAL/OSHA; safety plan shall meet minimum requirements of CAL/OSHA Construction Safety Orders Sections 1539-1543.

The Contractor shall be responsible for adequately shored and braced excavations so that the earth will not slide, move, or settle, and so that all existing improvements of any kind will be fully protected from damage. No shoring, once installed, shall be removed until the trench has been approved for backfill operations. Removal of shoring shall only be accomplished during backfill operations and in a manner as to prevent any movement of the ground or damage to pipe or other structures.

Contractor shall obtain all permits for any excavations over five (5) feet in depth into which a person is required to descend or any excavation less than five (5) feet in depth in soils where hazardous ground movement may be expected and into which a person is required to descend.

Excavated material shall not be placed closer than two (2) feet from the top edge of the trench. Heavy equipment should not be used or placed near the sides of the trench unless the trench is adequately braced.

- E. Blasting - Blasting for excavation shall not be permitted without the written approval of the District and Caltrans and only after securing the required permits. After securing all necessary permits, the Contractor shall notify the District a minimum of two (2) week in advance of any proposed blasting dates including notifying the proper representatives of jurisdictional agencies and individuals which may have property within at least 600 feet of the construction zone or within an area in which damage could occur. Subsequent follow up notifications to local property owners shall be made at least 24 hours in advance of each scheduled blasting event.

Procedures and methods for blasting shall conform to all Federal, State, and local laws and ordinances. The Contractor shall designate, in writing, a single qualified and responsible individual as the Powder Foreman. Carelessness or incompetency by the Powder Foreman shall be grounds for immediate removal from said position or responsibility, and the Powder Foreman shall not be permitted to handle or use explosives on the remainder of the project.

The Contractor is responsible to provide a power source adequate for detonation of the explosive charges consistent with the accepted standard practices involving electric detonation of explosives. Priming of all explosives shall be with electric detonators of sufficient size to ensure efficient and complete detonation of the explosive charge. All charges consisting of more than one hole shall be wired either as series or series-parallel. Straight parallel hookups will not be permitted.

Excessive blasting will not be permitted, and any material outside the authorized cross section which may be loosened or shattered by blasting shall be removed.

Blasting should be highly controlled to prevent causing damage to any person, vehicles, building, existing utilities, structures or private property and blasting mats used if flying rock might occur. All traffic shall be stopped from entering the blasting area and all persons evacuated/removed a safe distance from the area prior to blasting. The District Engineer shall have authority to require the Contractor to discontinue any method of blasting which leads to overshooting, is dangerous to the public, or is destructive to property or natural features.

- F. Preservation of Trees - Excavation within the dripline of any tree shall conform to the project's environmental document and mitigation, monitoring and reporting program and encroachment permit requirements. Tree and stump removal shall be performed were trees are shown on the project drawings in the trench alignment or as otherwise specified in the Contract Documents. Before removing any trees, a bird survey must be performed to certify no nesting birds are present in the vicinity or that any nesting birds in the vicinity are given a suitable non-disturbance buffer from construction activities.
- G. Dewatering - Contractor shall provide and maintain all necessary means and devices to continuously dewater excavations during construction and not let water rise in trenches until work is completed and backfilled. Water shall be disposed of in a manner that avoids damage to adjacent pipe trenches and property and is done in compliance with all Federal and State laws and regulations governing disposal of water from construction dewatering operations. The Contractor shall comply with Waste Discharge Requirements, General Order for Dewatering and other Low Threat Discharges to Surface Waters as issued by the Central Valley Regional Water Quality Control Board.

- H. Overexcavation - Any overexcavation carried below the grade or beyond the trench width, as specified or shown, shall be rectified by backfilling with approved sand and/or graded gravel and shall be compacted as directed by the District.
- I. Structure Protection - Temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other utilities encountered in progress of work shall be furnished by Contractor at its expense and subject to District's approval. Any structure or utility that has been disturbed shall be restored upon completion work.
- J. Protection of Property and Surface Structures - Trees, shrubbery, fences, poles, and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the District Engineer.
- K. Trench Width - The width of the trench within the pipe zone shall be such that the clear space between the barrel of the pipe and trench wall shall not exceed the amount shown in Detail G05. In general, the following dimensions shall be apply:

Nominal Pipe Diameter	Trench Width	
	Minimum	Maximum
Dia. < 12"	OD + 12"	OD + 18"
Dia. ≥ 12"	OD + 18"	OD + 24"

Trench widths at joint bells and fittings shall be increased from the outside diameter to obtain minimum width stated above; obtain District approval for widths in excess of those tabulated above.

- L. Maximum Length of Open Trench - Except as approved and authorized by the encroachment permit (Caltrans and Public Works), no open trench will be permitted to remain open within the highway pavement and/or paved roads or adjacent highway and road shoulders that are accessible to traffic and public. If excavations are permitted, by encroachment permit or permitting agency, to remain open within the right-of-way, the Contractor shall provide all necessary barricades, k-rails, traffic rated plates, signage and other traffic controls (meeting Caltrans standards and requirements) to protect traffic, the public and worker safety. Otherwise, in areas not readily accessible to traffic or public access, the maximum length of open trench shall be 500 feet or the distance necessary to accommodate daily work, whichever is less. The distance is the collective length of any location, including open excavation, pipe laying, and appurtenant construction and backfill that has not been temporarily resurfaced. Unless otherwise authorized by the District, all open trench shall be closed within 24-hours. No open trench will be allowed to remain open in wet weather from November to April. Any/all open trenches that are unattended by the Contractor shall be properly secured and covered with steel trench plates, barricaded and fenced off including appropriate temporary signage, cones, and other warning devices to assure public safety. Failure by the Contractor to comply with requirements herein may result in an order to stop work until compliance has been achieved.

3.2 Trench Foundation - The trench bottom shall be graded to provide a smooth, firm, and stable foundation at every point throughout the length of the pipe. Should large gravel and cobbles be encountered at the trench bottom or pipe subgrade, they shall be removed from beneath the pipe and replaced with a uniform, compacted layer of pipe zone material to provide a firm, stable foundation for pipe laying.

- A. Foundations in Poor Soil - If excessively wet, soft, spongy, unstable, or similarly unsuitable material is encountered at the surface upon which the bedding material is to be placed, the unsuitable material shall be removed to a depth as determined in the field by the District. The trench bottom shall be stabilized as shown on Detail G05A as per the District's direction. The Contractor's attention is called to Section 3.1G regarding its responsibilities in maintaining adequate dewatering procedures to ensure that an otherwise stable foundation will not be rendered unfit due to accumulation of water.



3.3 Backfill and Compaction - Backfill shall be completed within the shortest possible time so that the construction area or street can be opened to traffic. If for any reason construction of the pipeline or appurtenances thereto is delayed, the District may require that the trench be backfilled and such areas or streets opened to traffic.

- A. Pipe Zone - After completion of the trench excavation and proper foundation preparation, 6-inches of bedding shall be placed on the trench bottom for support under the pipe. Bell holes shall be dug to provide adequate clearance between the pipe bell and bedding material. All pipes shall be installed in such a manner as to ensure full support of the pipe barrel over its entire length. After the pipe is adjusted for line and grade and joint is made, the remainder of pipe bedding shall be placed to the limits as shown on the Project Drawings and Details.

All bedding material shall be compacted 95% relative compaction. The bedding and backfill shall be brought to optimum moisture content and placed by hand in layers not exceeding 3 inches in thickness to the centerline (springline) of the pipe. Each layer shall be solidly tamped with the proper tools so as not to injure, damage, or disturb the pipe. Backfilling shall be carried on simultaneously on each side of the pipe to assure proper protection of the pipe. Each lift shall be "walked in" and supplemented by slicing with a shovel to ensure that all voids around the pipe have been completely filled. Mechanical compaction such as "pogo sticks" or "wackers," as approved, shall be used for pipe zone compaction.

- B. Initial Backfill - The remaining portion of the trench shall be backfilled, compacted, and/or consolidated by approved methods to obtain the relative compaction shown on Detail G05. When backfill is placed mechanically, the material shall be pushed onto the slope of the material previously placed and allowed to slide down into the trench. Contractor shall not push backfill into the trench in such a way as to permit free fall of the material until at least 18 inches of cover is provided over the top of the pipe. Under no circumstances shall sharp, heavy pieces of materials or rocks be allowed to be dropped directly onto the pipe or the tamped material around the pipe. Backfill shall be placed in loose lifts not exceeding 8 inches and compacted by an approved method.

Heavy-duty compacting equipment having an overall weight in excess of 125 pounds shall not be used until backfill has been completed to a depth of 2 feet over top of the pipe. If hydro-hammer is used for compaction of overlying materials, at least 4 feet of backfill must be placed over top of the pipe prior use; this is to ensure that the pipe is not damaged.

- C. Final Backfill - Final backfill placed in trenches below roadways or below shoulders of roadways shall be compacted to obtain the relative compaction shown on Detail G05. Backfill shall be placed in loose lifts not exceeding 8 inches, compacted, and brought up to the subgrade of the roadway.
- D. Excess Excavated Material - Contractor shall make arrangements for and remove and dispose of all excess excavated material. All surplus material shall become the property of Contractor and disposed of offsite. No excavated material shall be deposited on private property unless written permission from the owner thereof is secured by the Contractor. Before the District will accept the work as being completed, the Contractor shall file a written release signed by all property owners with whom it has entered into agreements for disposal of excess excavated material, absolving the District from any liability connected therewith.

3.4 Restoration of Damaged Surfaces and Property - If any existing improvements, facilities, or vegetation not designated to be removed have been damaged, removed, or disturbed by the Contractor, for whatever reason, such items shall be replaced or repaired at the expense of the Contractor.

3.5 Final Clean-Up - Right-of-way shall be restored to pre-construction condition or better and left in a neat, presentable condition to satisfaction of District and terms and conditions of the encroachment permit.

**END OF SECTION**



**SECTION 02645  
DOMESTIC SERVICE LINES AND APPURTENANCES**

**1.0 GENERAL**

1.1 Scope - This section governs materials and installation for residential water services from the main line to and including the meter box and setup for standard 5/8"x3/4" meters. Existing, active services shall be re-connected downstream of the new meter box re-establishing water service.

1.2 Submittals – Provide shop drawings for all materials in accordance with Section 00700-7.16 and Section 00800- SC- 7.20

**2.0 MATERIALS**

2.1 Service Line Materials - Service line materials include service line pipe, service saddles, service fittings, meter stops, corporation stops, curb stops, and ball valves. All items are to be furnished as shown in the approved "Materials List" and delivered with the required markings. All materials shall comply with ANSI/NSF 61 and State of California AB 1953 "no-lead" requirement.

2.2 Approved Materials – provide materials for service lines as listed below:

ITEM	DESCRIPTION	MANUFACTURER
Tracer Wire	#12 solid copper, Type UF with 3M DBR splice kits	
Corp Stop	Conforming to AWWA C800 for use with CTS P.E. Tubing	Ford FB1100-X-NL Mueller P-25028N, or equal
Angle Meter Stop	Conforming to AWWA C800 for use with 1" CTS P.E. Tubing and 5/8"x3/4" meter	Ford BA43-342W-NL Mueller P-24258N, or equal.
Meter Valve	Conforming to AWWA C800 for use with 1" F.I.P. and 5/8"x3/4" meter	Ford B13-342W-NL Mueller B-24351N, or equal.
Meter Idlers	7-1/2" length for standard 5/8"x3/4" meter	Ford Idler-2-NL Mueller H-10887N, or equal.
Service Tubing	Flexible polyethylene tubing AWWA C901, PE 4710, CTS, SDR 9, ASTM D2737	JM Eagle Pure-Core (Blue Exterior), or equal.
Insert Stiffeners	For connecting CTS P.E. tubing to corporation stop and angle meter stop.	Ford Insert 52 (1" CTS) Ford Insert ___ (1.5" CTS) Mueller 528705N (1" CTS) Mueller 528706N (1.5" CTS)
Service Saddles	O.D. Controlled Brass for C900 PVC, and Stainless Steel Repair Sleeve with Service Tap for AC Pipe.	Ford S912 or Jones J-996 (for C900), Mueller Xtra-Range Servi-Seal 550 Series (for AC Pipe)
Meter Box	Heavy wall Polyethylene body 20,000-lbs vertical load, non-deliberate traffic.	Carson BCF Heavy Wall with Polymer Concrete Cover with AMR hole

**3.0 EXECUTION**

3.1 Polyethylene Tubing - Tubing and fittings should be stored in a way that prevents damage due to crushing or piercing, excessive heat, harmful chemicals, or exposure to sunlight for prolonged periods. The manufacturer's recommendations regarding storage should be followed.

Handling operations and trench installation and backfill shall be performed with reasonable care to prevent scratches, nicks, and gouges in the tubing. Tubing cut or excessively kinked shall not be used.

Bends in PE tubing shall not occur closer than 10 diameters from any fitting or valve. The minimum radius of curvature is 30 diameters or coil radius when bending with the coil. Bending of coiled tubing against the coil shall not go beyond straight. Polyethylene tubing that becomes kinked during handling or installation shall not be used, and care taken to ensure that kinking does not develop after installation. Service line from the main line tap to the angle meter stop shall be one continuous length of tubing without any splices.

PE tubing shall be installed in trench bottoms with 6 inches of bedding material to provide continuous and uniform support. The initial backfill shall be 6 inches above the tubing and shall be free from rock, stones, and debris.

3.2 Service Saddles - The service saddle shall be no closer than 18 inches to a valve, coupling, joint, or fitting, unless it is at the end of the main. The surface of the pipe shall be free of all loose material and have a clean, hard surface before placing the saddle. The service saddle shall be tightened firmly to ensure a tight seal; however, care shall be used to prevent damage or distortion of either the pipe, corporation stop, or service saddle by over- tightening. The drilling of the pipe shall be performed in accordance with the manufacturer's instructions.

3.3 Fittings, Angle Meter Stops, and Boxes - Installation of fittings, meter stops, and boxes shall be as recommended by the manufacturer. Pipe or fittings made of nonferrous metals (bronze) shall be isolated from ferrous metals with insulating unions or couplings as directed by the District. Meter box shall be adequately sized dimensions and depth to fully fit the entire meter and meter valves inside the box so valves may be turned, fully operational, free and clear of hitting the interior walls of the box.

3.4 Hydrostatic Testing & Disinfection - The Contractor shall hydrostatic test and disinfect all service appurtenances at the same time as the main line; the service line shall be thoroughly flushed after disinfection until obtaining a safe, normal operating chlorine residual.

**END OF SECTION**

## SECTION 02660

### PRESSURE TESTING AND DISINFECTING OF WATER MAINS

#### 1.0 GENERAL

1.1 Scope - All completed waterlines, as well as the service assemblies and appurtenant structures, will be pressure tested and disinfected by the Contractor in the Inspector's presence prior to field acceptance of the work. The pressure test is to be performed prior to disinfection of the pipeline, unless the District approves concurrent pressure testing and disinfection.

The Contractor shall furnish all pipe and fittings for connection to the main, pumps, pressure regulator, a calibrated water storage tank, disinfectant, and all other materials; fittings and pipelines required to perform the tests and make the necessary repairs.

When lines to be tested are in areas that will be paved, testing shall be done after the rock subgrade is placed and compacted. No lines shall be accepted as passing until all underground construction that may disturb the waterline is compacted.

The pressure test and the test for allowable leakage shall be performed simultaneously. Testing shall not commence until the water main and all appurtenances have been completely installed and all concrete thrust blocks have cured. The Contractor may, at any time and at his expense, perform his own pressure and leak test; however these tests will in no way offset the requirement for a final pressure, leak test, and disinfection.

Disinfection shall be in accordance with ANSI/AWWA C651 with additional requirements as described in this section.

After having been successfully tested and disinfected, the water main may be connected to the District's water system.

Water mains under construction that become flooded by storm water or groundwater shall be flushed with potable water until clear water is evident.

1.2 Submittals - The Contractor shall notify the District a minimum of seven (7) business days in advance of its proposed testing schedule for review and concurrence. If requested, the Contractor's proposed plans for water conveyance, disinfection, control, and disposal, shall also be submitted in writing.

## 2.0 MATERIALS

2.1 General - All test equipment, chemicals for chlorination, temporary valves, bulkheads, or other water control equipment and materials shall be determined and furnished by the Contractor, subject to the District's review. No materials shall be used which would be injurious to the construction or its future function.

2.2 Hydrostatic Testing Equipment - The Contractor shall be responsible for supplying and operating all testing equipment. The District may furnish a test gauge at its option. Temporary piping connecting to an existing main for water supply shall be configured as shown in the Standard Drawings.

2.3 Chlorine - Chlorine for disinfection shall be in the form of sodium hypochlorite solution complying with ANSI/AWWA B300. Both disinfectants are to comply with NSF/ANSI 60.

## 3.0 EXECUTION

3.1 General - The Contractor shall correct all defects in workmanship or materials, which become evident by inspection or testing at any time during the work.

In the presence of the District, all pressure pipelines shall be tested and all potable water components shall be disinfected.

Disinfection operations shall be scheduled by the Contractor as late as possible during the contract time period so as to assure the maximum degree of sterility of the facilities before the District accepts the Work. The District shall perform bacteriological testing.

Release of water from pipelines, after testing and disinfecting have been completed, shall be in accordance with a written disposal plan reviewed by the District.

3.2 Hydrostatic Testing - Only potable water shall be used for testing. The purpose of the hydrostatic test is both to test the ability of the pipeline to withstand pressure and test for allowable leakage. These tests shall run simultaneously. All valves and appurtenances shall be operated during the test period. Thrust blocks shall have been in place for at least thirty-six (36) hours if high-early-strength cement was used or at least seven (7) days if standard cement was utilized

A. Preparation - Prior to testing, the water main shall be slowly and carefully filled with water at the low end of the section being tested. All air shall be expelled slowly from the pipe and appurtenances in a manner so as not to create excessive surge pressures. The release of air can be

accomplished by opening services, fire hydrants, blow-offs, and air release valves. Where air valves or other suitable outlets are not available for releasing air before applying the test, approved taps and fittings shall be installed and later securely plugged.

All appurtenances shall be left on during the testing procedure. The valve controlling the admission of water into the section of pipe to be tested should be opened wide before shutting the hydrants or blow-offs. After the system has been filled with water and all air expelled, all the valves controlling the section to be tested shall be closed; and the line shall remain in this condition under a slight pressure for a period of not less than twenty-four (24) hours.

The Contractor may, at its own risk, test against existing valves. Suspected leaking of these valves will not be accepted as a reason for having not passed the leakage test requirements. These valves shall either be repaired or replaced prior to the start of another testing sequence. All new valves shall be tested against a reduced pressure side. Butterfly valves shall be tested in both directions.

B. Test Section Length - The length of pipe being tested at any one time shall not exceed 2,000 feet unless otherwise approved by the District.

C. Test Pressure - The test pressure shall be 150 psi or 50 psi greater than design pressure of the system, whichever is greater, measured at the lowest point of the section of the pressure zone being tested.

Test pressure shall be maintained throughout the period of test. Measurement of the amount of additional water pumped in during test provides a measurement of the amount of leakage, if any.

D. Test Duration - The test duration shall be two (2) hours. Pressure in the water main shall be maintained within 2 psi of the calculated test pressure for the full two- (2-) hour duration. The individual testing of the valves may be of a shorter duration as approved by the District.

E. Repairs - During the pressure and leakage test, all accessible appurtenances shall be inspected for visual signs of leakage. All visual leaks shall be corrected immediately, regardless of the amount of leakage and the test shall be run again for its full duration. All leaks detected shall be repaired to a watertight condition. All repairs made shall be retested in accordance with the specifications. All repairs shall be made and a successful test accomplished prior to taking bacteriological samples.

3.3 Disinfecting - After completion of pressure testing, the Contractor shall disinfect all water mains, services, and appurtenances. Disinfection shall be accomplished in accordance with the latest revision of AWWA C651.

Chlorination and dechlorination shall be performed by competent individuals knowledgeable and experienced in the operation and safety of disinfecting procedures with the applicable Federal, State, and local laws and regulations. Transporting, storage, and handling of these materials shall be performed in accordance with Federal and State Hazardous Materials Regulations.

The basic disinfection procedure consists of:

- Preventing contaminating materials from entering the water main during storage, construction, or repair.
- Chlorinating any residual contamination that may remain and flushing the chlorinated water from the main.
- Protecting the existing distribution system from backflow due to hydrostatic pressure test and disinfecting procedures.
- Determining the bacteriological quality by laboratory test after disinfecting.
- Final connection of the approved new water main to the active distribution system.

A. Liquid Chlorine (Gas) - Only a vacuum-operated chlorinator and booster pump shall be used to inject the solution into the main. A backflow prevention device shall be installed at the point of connection to the potable water source. The District shall approve the point(s) of injection.

Only a certified, licensed chlorination and testing contractor shall perform gas chlorination work.

B. Sodium Hypochlorite Solution - Sodium hypochlorite can be used for swabbing as well as pipeline disinfecting. The solution shall be injected using a chemical feed pump designed for chlorine solutions. A backflow prevention device shall be installed at the point of connection to the potable water source. The District shall approve the point(s) of injection.

C. Filling and Contact - The main shall be filled at a rate no greater than one (1) foot with an initial chlorine concentration high enough to maintain a constant minimum residual concentration of 25 ppm throughout the system for a duration of at least twenty-four (24) hours. During this time, valves, hydrants, blowoffs, air valves, and other appurtenances shall be operated and flushed to move the chlorinated water throughout the system to ensure disinfection.



D. Final Flushing - After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed and dechlorinated from the main until chlorine measurements match the existing system chlorine levels.

Chemicals used for dechlorination shall be as listed in Appendix C of AWWA C651. Contractor shall submit the method of dechlorination.

E. Bacteriological Tests - After completion of testing and sterilization, and before the new water main is connected to the distribution system, the District will take water samples for bacteriological examination. Should any of the samples fail to meet minimum State of California, Department of Public Health requirements, the Contractor will continue to chlorinate and flush the system, as directed, until a satisfactory sample is obtained.

After final flushing and after the water has remained in the new main for at least 16 hours, two (2) consecutive sets of acceptable samples, taken at least twenty-four (24) hours apart, shall be collected from the new main. At least one (1) set of samples shall be collected from every 1,200 feet of the new water main, plus one (1) set from the end of the line, and at least one (1) set from each branch. All samples shall be tested for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater and shall show the absence of coliform organisms. A standard heterotrophic plate count may be required, at the option of District.

If trench water has entered the new main during construction or if, in the opinion of District, excessive quantities of dirt or debris have entered the new main, bacteriological samples shall be taken at intervals of approximately two hundred (200) feet and shall be identified by location. Samples shall be taken of water that has stood in the new main for at least sixteen (16) hours after final flushing has been completed.

F. Redisinfection - If the initial disinfection fails to produce satisfactory bacteriological samples, the main may be reflashed and shall be re-sampled. If check samples show the presence of coliform organisms, then the main shall be rechlorinated until satisfactory results are obtained.

*NOTE:* High velocities in the existing system, resulting from flushing the new main, may disturb sediment that has accumulated in the existing mains. When check samples are taken, it is well to also sample water entering the new main.

G. Disinfecting Cut-In Connections – When connecting to an existing water main with a cut-in tee, the trench excavation is to be dewatered during the tie-in work. The interior of the pipe, couplings, fittings, valves, and other components that make up the connection assembly shall be swabbed with a minimum 1% solution of chlorine in accordance to AWWA C650.

H. Hot Taps - Before the tapping sleeve is installed, the exterior surface of the main is to be cleaned and the interior surface of the tapping sleeve, outlet, and valve shall be swabbed with a minimum 1% solution of chlorine.

**END OF SECTION**

**SECTION 02770  
ASPHALT CONCRETE PAVING**

**1.0 GENERAL**

1.1 **General:** The Contractors shall restore and replace all asphalt paving in accordance with the technical requirements of Section 39 of the State Standard Specifications and as further described herein.

1.2 **Submittals:** Provide submittals in accordance with Sections 00700-7.16 and 00800-SC-7.20.

**A. Information Submittals**

1. **Asphalt Concrete Mix Formula:**

- a. Submit minimum of 15 days prior to start of production.
- b. Submittal to include the following information:
  - 1.) Gradation and portion for each aggregate constituent used in mixture to produce a single gradation of aggregate within specified limits.
  - 2) Bulk specific gravity for each aggregate constituent.
  - 3) Measured maximum specific gravity of mix at optimum asphalt content determined in accordance with ASTM D2041.
  - 4) Percent of asphalt lost due to absorption by aggregate.
  - 5) Percentage of asphalt cement, to nearest 0.1 percent, to be added to mixture.
  - 6) Optimum mixing temperature.
  - 7) Optimum compaction temperature.
  - 8) Temperature viscosity curve of asphalt cement to be used.

2. **Test Report for Asphalt Cement:**

- a. Submit minimum 10 days prior to start of production.
- b. Show appropriate test method(s) for each material and the test results.

3. **Statement of qualification for independent testing laboratory.**

4. **Test Results:**

- a. Mix design.
- b. Asphalt concrete core.
- c. Gradation and asphalt content of uncompacted mix.

1.3 **Quality Assurance:** Asphalt concrete mix formula shall be prepared by approved certified independent laboratory under the supervision of a certified asphalt technician. Laboratory testing shall be in accordance with ASTM E329.

1.4 **Environmental Requirements:** Do not apply asphalt materials or place asphalt mixes when ground temperature is lower than 10 degrees C (50 degrees F) or air temperature is lower than 4 degrees C (40 degrees F). Measure ground and air temperature in shaded areas away from heat sources or wet surfaces. Do not apply asphalt materials or place asphalt mixes when application surface is wet.

**2.0 PRODUCTS**

2.1 **Materials**

A. All materials shall conform to Section 39 of the State Standard Specifications, unless otherwise directed by Caltrans or County Public Works.

B. **Asphalt:** Asphalt Material shall be a hot mix asphalt concrete, consisting of a mixture of mineral aggregate and paving asphalt conforming to Section 92 of the Caltrans Standard Specifications, PG 64-16.

C. Seal Coat: Conform to the following specification: Seal coat material shall be conforming to Section 37 of the Caltrans Standard Specifications.

### 3.0 EXECUTION

#### 3.1 General

##### A. Traffic Control:

1. In accordance with all applicable specification sections and laws.
2. Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.

B. Driveways: Repave driveway areas from which pavement was removed and provide T-section overlapping edges of trench. Leave driveways in as good or better condition than before start of construction.

3.2 Line and Grade: Provide and maintain intermediate control of line and grade, independent of underlying base, to meet finish surface grades and minimum thickness. Construct shoulders to line, grade, and cross section shown.

3.3 Preparation: Prepare subgrade as specified.

A. Saw-cut all edges of pavement to be removed to be square with clean lines relative to trench T-section and excavation limits. When existing pavement thickness is less than 5-inches, saw-cut and remove all pavement to 12-inches to each side of the trench to form the required trench T-Section and saw-cut and remove pavement to 12-inches past all edges of other excavations. Edges of trenches which are broken or damaged shall be removed and neatly trimmed back to stable and undisturbed base and surface materials. During saw cutting all water and slurry waste must be immediately vacuumed from the ground surface and not be allowed to flow off pavement or into ditches, curbs or drains. The existing pavement shall be saw-cut and removed to a minimum of 12-inches past the limits of the excavation in all directions.

B. When existing paving thickness is 5-inches or greater, grind out asphalt T-section to 2" depth and 18-inches to each side of the trench and 12-inches past all sides of other excavations, grind out all pavement transitions between new and existing pavement, and grind out other areas as required by encroachment with Public Works and/or Caltrans. If greater than 2/3 of the road width is impacted by the pavement repair, grind out the remaining portion of the road to the full width of the road from edge to edge.

C. Immediately prior to placing the pavement, within the limits of the T-section, the top 4-inches of existing subgrade material – along with any additional soft or spongy subgrade material – shall be removed and replaced with Class 2 A.B. and the surface leveled and compacted to 95% relative compaction.

#### 3.4 Pavement Application

A. General: The trench and excavations shall be filled and compacted in layers not to exceed 0.20-foot in total depth with hot mix asphaltic concrete 3/8" Type A. Place hot mix asphaltic concrete on approved, prepared base in conformance with this section.

##### B. Pavement Mix:

1. Prior to Paving:
  - a. Sweep primed surface free of dirt, dust, or other foreign matter.

- b. Thoroughly tack coat edges of contact surfaces with asphalt emulsion prior to laying new pavement. Prevent staining of adjacent surfaces.
    2. Place hot mix asphalt in maximum 0.20-foot thick compacted layers.
    - 3.. After placement of pavement, seal meet line by painting a minimum of 150 millimeters (6 inches) on each side of joint with cut back or emulsified asphalt. Cover immediately with sand.
- C. Compaction: Roll until roller marks are eliminated and density of 92 percent of measured maximum density determined in accordance with ASTM D2041.
- D. Tolerances:
  1. General: Conduct measurements for conformity with crown and grade immediately after initial compression. Correct variations immediately by removal or addition of materials and by continuous rolling.
  2. Completed Surface or Wearing Layer Smoothness:
    - a. Uniform texture, smooth, and uniform to crown and grade.
    - b. Maximum Deviation: 1/8 inch from lower edge of a 3.6 meter (12 foot) straightedge, measured continuously parallel and at right angle to centerline.
    - c. If surface of completed pavement deviates by more than twice specified tolerances, remove and replace wearing surface.
  3. Transverse Slope Maximum Deviation: 1/4 inch.
- E. Seal Coat:
  1. General: Apply seal coat of paving grade or emulsified asphalt to finished surface at longitudinal and transverse joints, joints at abutting pavements, areas where asphalt concrete was placed by hand, patched surfaces, and other areas as directed by the Engineer.
  2. Preparation:
    - a. Surfaces that are to be sealed shall be maintained free of holes, dry, and clean of dust and loose material.
    - b. Seal in dry weather and when temperature is above 2 degrees C (35 degrees F).
  3. Application:
    - a. Fill cracks over 1.5 millimeters (1/16 inch) in width with asphalt sand slurry or approved crack sealer prior to sealing.
    - b. When sealing patched surfaces and joints with existing pavements, extend minimum 150 millimeters (6 inches) beyond edges of patches.
- F. Pavement Lines and Markings:
  1. General: Contractor shall restore all center lines, fog lines, limit lines, and other pavement markings that are damaged by trenching, excavation and other Contractor's operations and construction activities.
  2. Paint: Unless otherwise required by the County and/or Caltrans, paint shall be 100% acrylic traffic and zone marking paint of required colors, PPG Zoneline, USSC Techline, or equal. Paint shall be applied according to manufacturer's instructions and within required ambient and substrate temperatures to a wet film thickness of 15± mils.

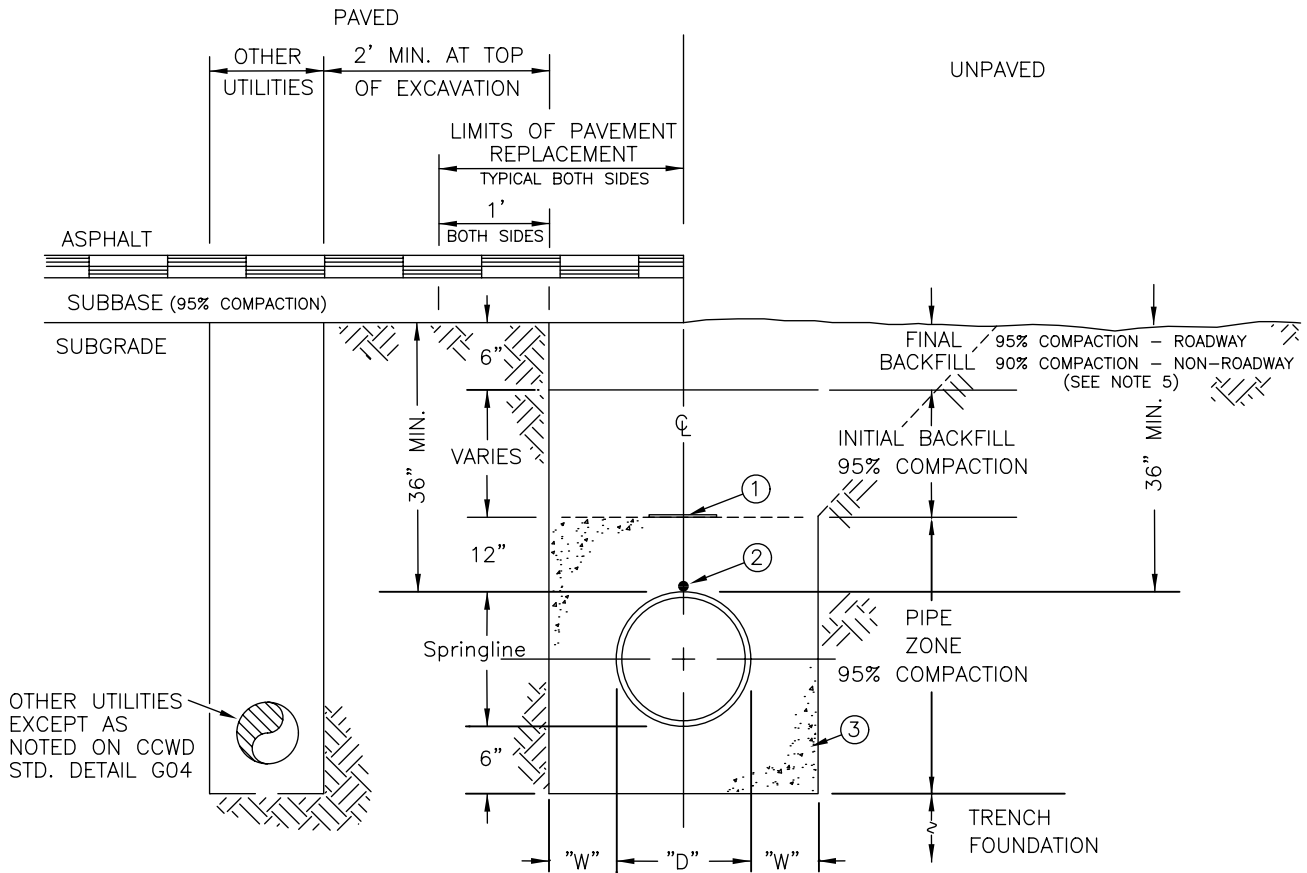
**END OF SECTION**



# **APPENDIX 'A'**







OTHER UTILITIES EXCEPT AS NOTED ON CCWD STD. DETAIL G04

**NOTES:**

1. PERMITS SHALL BE REQUIRED FOR ANY EXCAVATION OVER 5 FEET IN DEPTH, INTO WHICH A PERSON IS REQUIRED TO DESCEND OR ANY EXCAVATION LESS THAN 5 FEET IN DEPTH IN SOILS WHERE HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED AND INTO WHICH A PERSON IS REQUIRED TO DESCEND.
2. PIPE TO BE LAID WITH LABEL UP ON EACH JOINT.
3. ROAD REPAIR SHALL CONFORM TO ROAD AGENCY PERMIT CONDITIONS AND SPECIFICATIONS.
4. WHEN COUNTY OR CITY ENCROACHMENT PERMIT CONDITIONS ARE MORE RESTRICTIVE, THEY WILL TAKE PRECEDENCE.
5. PIPE ZONE EXCAVATION LIMITS ARE NOT TO BE EXCEEDED. PIPE ZONE TRENCH WALLS ARE TO BE VERTICAL, SEE DRAWING G05A FOR UNSTABLE CONDITIONS.
6. TRACER WIRE TO BE INCLUDED ON ALL PIPELINES INCLUDING SERVICE LATERALS.
7. POWERLINES INSTALLED BY CCWD SHALL MEET CURRENT PG&E TRENCH STANDARDS & INCLUDE WARNING TAPE AS SHOWN.

PIPE ZONE EXCAVATION LIMITS		
D	W (min.)	W (max.)
6"-12"	6"	9"

ITEM #	DESCRIPTION
①	2" WIDE WARNING TAPE (COLOR - MARKING) BLUE - "WATER" GREEN - "SEWER"
②	TRACER WIRE
③	PIPE ZONE MATERIAL

**CALAVERAS COUNTY WATER DISTRICT**

**GENERAL DETAILS  
TRENCH SECTION**

DRAWN BY:  
CCWD STAFF

SCALE:  
NONE

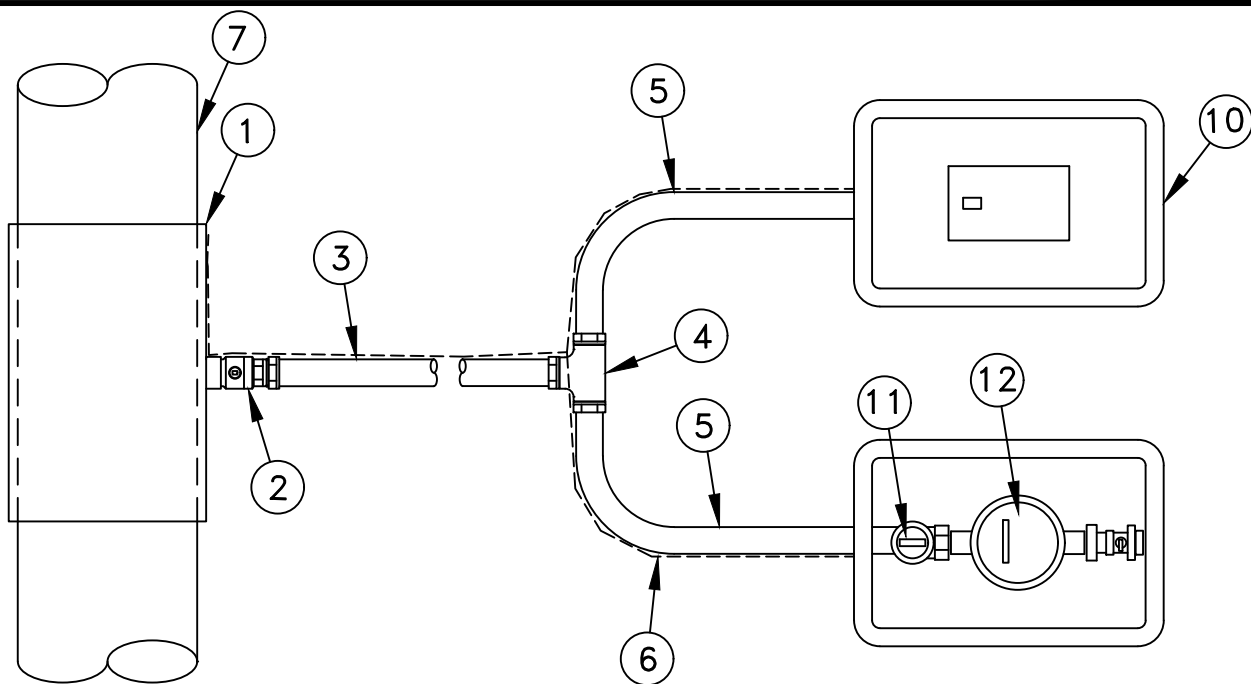
CCWD STANDARD DRAWING NO.

APPROVED:  
S.HUTCHINGS

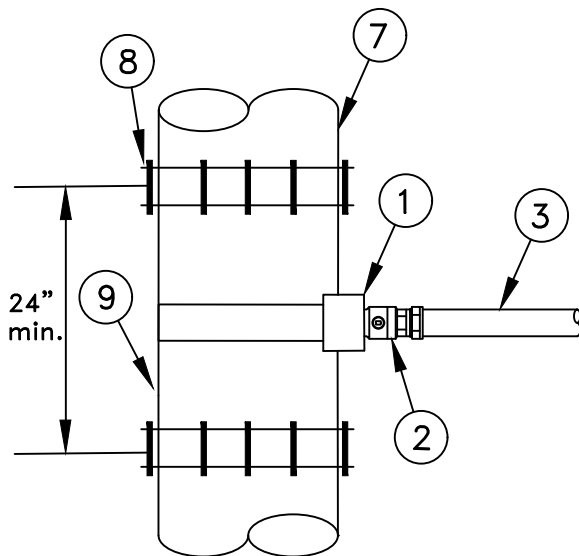
DATE:  
DEC 2008

**G05**





**TYPE 'A'**  
ON PIPE BARREL



**TYPE 'B'**  
AT JOINT/COUPLING

ITEM #	DESCRIPTION
①	TYPE 'A': MUELLER XTRA-RANGE SERVI-SEAL W/THREADED SERVICE OUTLET TYPE 'B': JONES J-996 SERVICE SADDLE
②	1-1/2" CORP. STOP FOR CTS PE TUBING/MUELLER P-25028N OR FORD FB1100-6-NL
③	1-1/2" AWWA C901 PE TUBING, CTS, PE 4710, NSF-61, SDR9, ASTM D2737 WITH STAINLESS STEEL INSERT STIFFENERS MUELLER 528706 OR FORD INSERT 54
④	1"x1"x1-1/2" COMPRESSION T OR Y, MUELLER P-15343N OR FORD T444-446-NL
⑤	1" AWWA C901 PE TUBING, CTS, PE 4710, NSF-61, SDR9, ASTM D2737 WITH STAINLESS STEEL INSERT STIFFENERS MUELLER 528705 OR FORD INSERT 52
⑥	TRACER WIRE, #12 SOLID COPPER TYPE UF
⑦	EXISTING ASBESTOS CONCRETE(AC) WATER MAIN
⑧	HYMAX 2 WIDE-RANGE COUPLING (FOR AC PIPE)
⑨	PVC WATER MAIN/REPLACEMENT SPOOL, AWWA C900, DR18, 235 PSI
⑩	METER BOX, RE-USE EXISTING UNLESS DIRECTED OTHERWISE BY DISTRICT
⑪	1" ANGLE METER VALVE, AWWA C800, FOR USE WITH 1" CTS PE TUBING, FORD BA43-341W-NL OR EQUAL (TYPICAL OF 2)
⑫	WATER METER, FURNISHED BY DISTRICT

**NOTES:**

- SERVICE SADDLE SHALL NOT BE INSTALLED WITHIN 18" OF VALVE, JOINT OR FITTING.
- METER BOXES INSTALLED BY CONTRACTOR PER CCWD STANDARD DETAILS W07C & W07D.
- SET TOP OF METER BOX FLUSH WITH SURFACE WITHIN SIDEWALK
- ALL TAPS SHALL BE MADE WITH MACHINE GUIDE OR PILOT TAP.
- WATER SERVICE SHALL EXTEND PERPENDICULAR TO THE STREET FROM THE WATER MAIN TO METER STOP.
- PE TUBING SHALL BE CONTINUOUS WITHOUT SPLICES FROM CORPORATION STOP TO COMPRESSION TEE.
- ALL FITTINGS SHALL BE NO LEAD BRASS COMPLYING WITH NSF61.

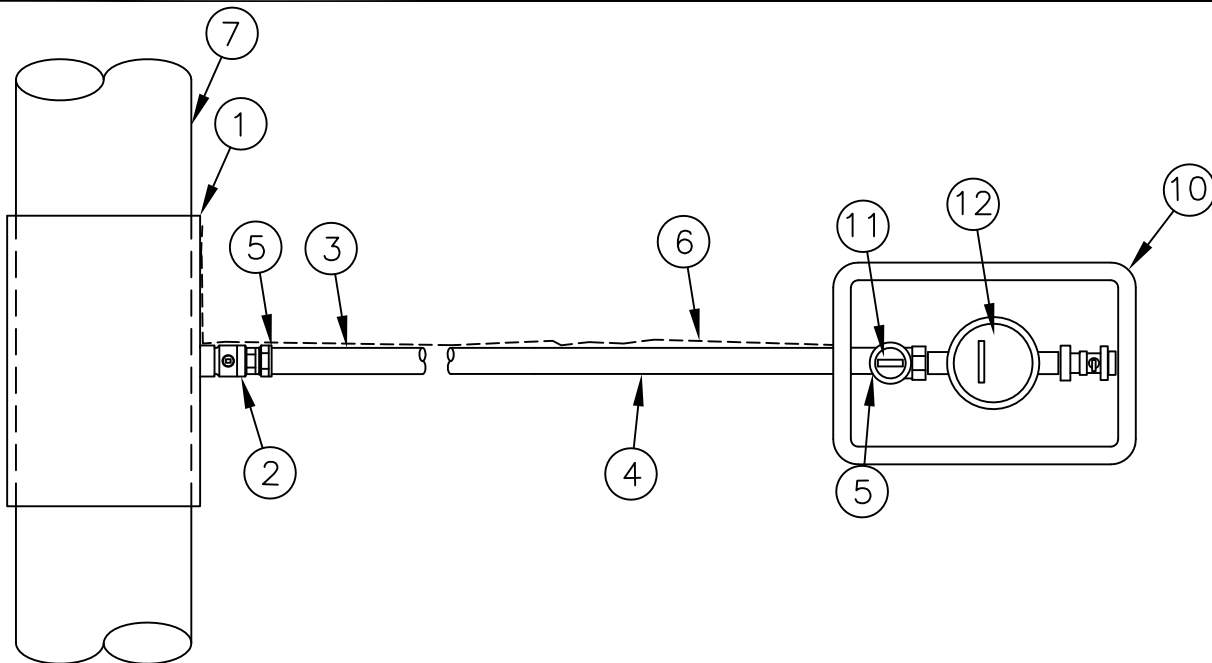
**CALAVERAS COUNTY WATER DISTRICT**

**WATER DETAILS**  
**1 1/2" x 1" DUAL WATER SERVICE (REPLACEMENT)**

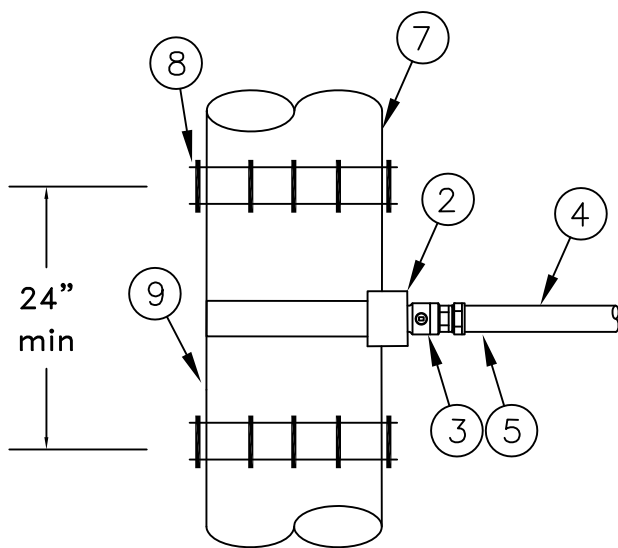
DRAWN BY: CCWD STAFF	SCALE: NONE
APPROVED: CHARLES PALMER	DATE: JAN 2019

**W07F**





**TYPE 'A'**  
ON PIPE BARREL



**TYPE 'B'**  
AT JOINT/COUPLING

ITEM #	DESCRIPTION
①	REPAIR SLEEVE(TYPE 'A'): MUELLER XTRA-RANGE SERVI-SEAL W/THREADED SERVICE OUTLET
②	SERVICE SADDLE(TYPE 'B'): JONES J-996
③	1" CORP. STOP FOR CTS PE TUBING/MUELLER P-25028N OR FORD FB1100-6-NL
④	1" AWWA C901 PE TUBING, CTS, PE 4710, NSF-61, SDR9, ASTM D2737
⑤	STAINLESS STEEL INSERT STIFFENERS MUELLER 528705 OR FORD INSERT 52
⑥	TRACER WIRE, #12 SOLID COPPER TYPE UF
⑦	EXISTING ASBESTOS CONCRETE(AC) WATER MAIN
⑧	HYMAX 2 WIDE-RANGE COUPLING (FOR AC PIPE)
⑨	PVC WATER MAIN/REPLACEMENT SPOOL, AWWA C900, DR18, 235 PSI
⑩	METER BOX, RE-USE EXISTING UNLESS DIRECTED OTHERWISE BY DISTRICT
⑪	1" ANGLE METER VALVE, AWWA C800, FOR USE WITH 1" CTS PE TUBING, FORD BA43-341W-NL OR EQUAL
⑫	WATER METER, FURNISHED BY DISTRICT

**NOTES:**

- SERVICE SADDLE SHALL NOT BE INSTALLED WITHIN 18" OF VALVE, JOINT OR FITTING.
- METER BOXES INSTALLED BY CONTRACTOR PER CCWD STANDARD DETAILS W07C & W07D.
- SET TOP OF METER BOX FLUSH WITH SURFACE WITHIN SIDEWALK
- ALL TAPS SHALL BE MADE WITH MACHINE GUIDE OR PILOT TAP.
- WATER SERVICE SHALL EXTEND PERPENDICULAR TO THE STREET FROM THE WATER MAIN TO METER STOP.
- PE TUBING SHALL BE CONTINUOUS FROM CORPORATION STOP TO METER VALVE WITHOUT SPLICES.
- ALL FITTINGS SHALL BE NO LEAD BRASS COMPLYING WITH NSF61.

**CALAVERAS COUNTY WATER DISTRICT**

**WATER DETAILS  
1" WATER SERVICE (REPLACEMENT)**

DRAWN BY:  
CCWD STAFF

SCALE:  
NONE

APPROVED:  
CHARLES PALMER

DATE:  
MAR 2019

**W07G**



## **APPENDIX 'B'**





DESIGNED BY: CWD STAFF  
 DRAFTED BY: CWD STAFF  
 CHECKED BY: CHARLES PALMER  
 DATE: 07/15/2019  
 SCALE: 1:120  
 BAR LENGTH ONE INCH  
 ON SCALED DRAWING

REVISION:	DESCRIPTION:	DATE:	BY:



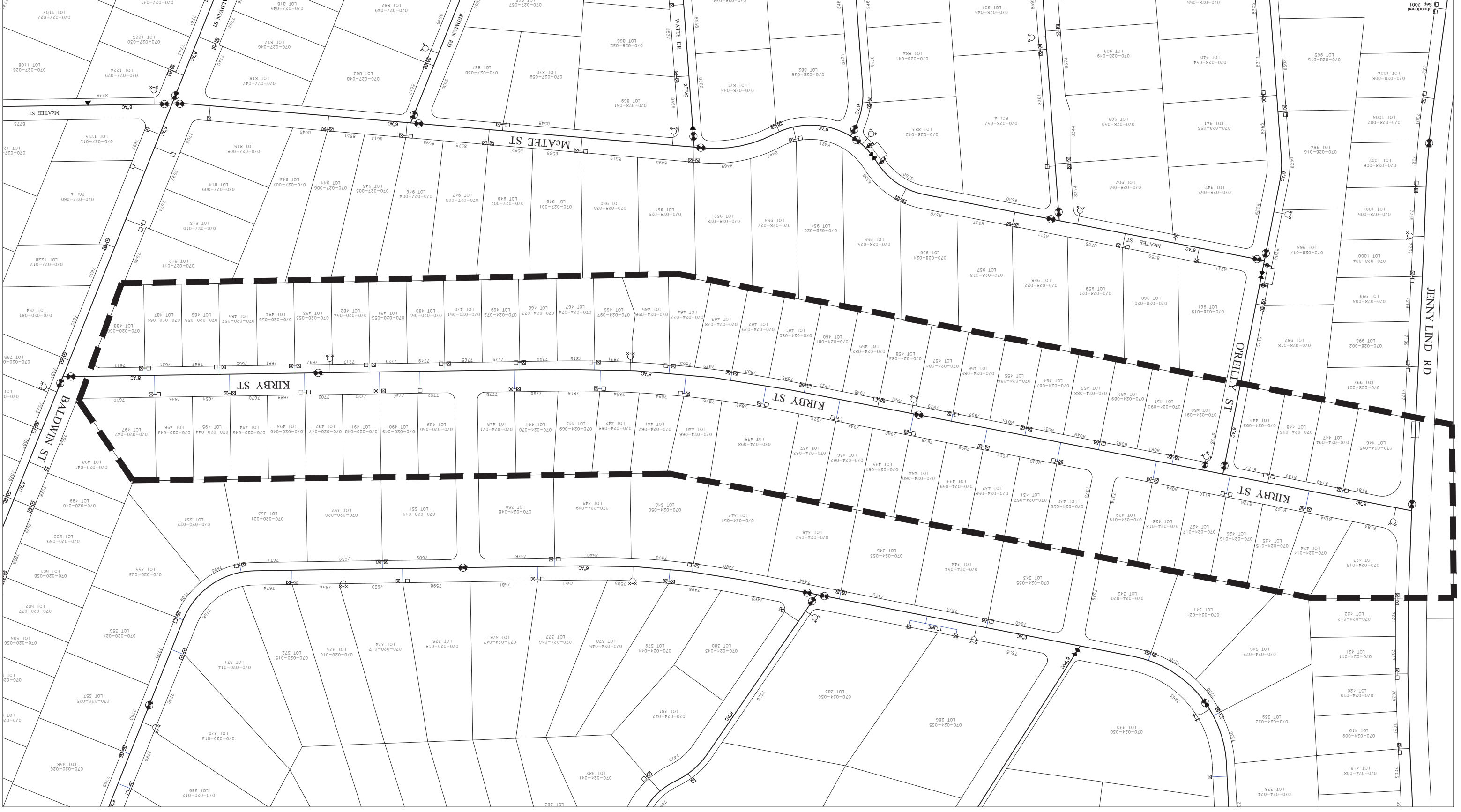
CALAVERAS COUNTY  
 WATER DISTRICT  
 120 TOMA COURT/P.O. BOX 846  
 SAN ANDREAS, CA 95249  
 PHONE: (209) 754-3543 FAX: (209) 754-1069

PROJECT NO. 11066C

DRAWING:

SERVICE LINE REPLACEMENT PROJECT  
 JENNY LIND WATER SYSTEM  
 KIRBY ST

SHEET  
 1  
 OF  
 3





DESIGNED BY: CWD STAFF  
 DRAFTED BY: CWD STAFF  
 CHECKED BY: CHARLES PALMER  
 DATE: 07/15/2019  
 SCALE: 1:120  
 ON SCALED DRAWING  
 BAR LENGTH ONE INCH

REVISION:	DESCRIPTION:	DATE:	BY:



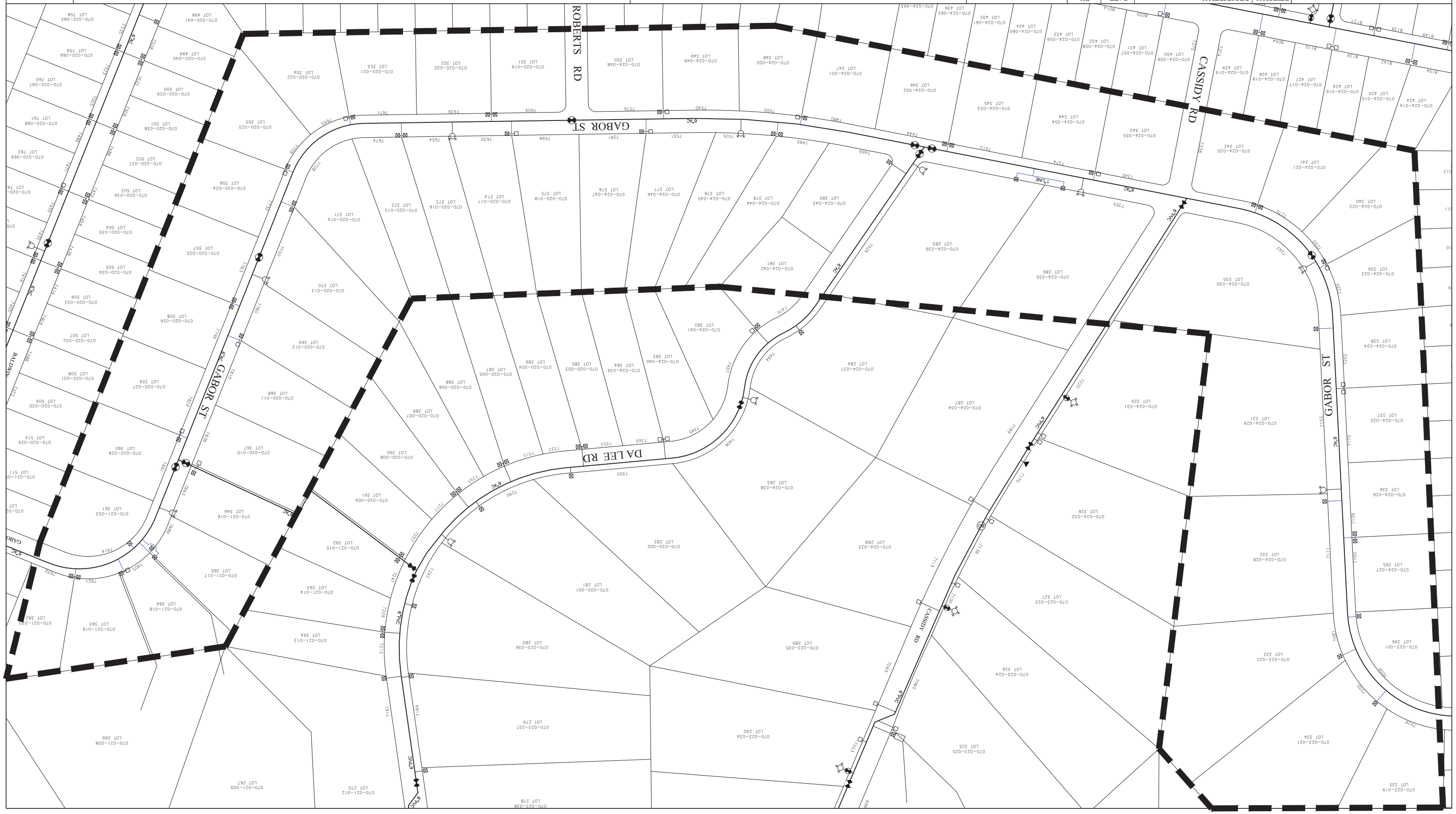
CALAVERAS COUNTY  
 WATER DISTRICT  
 120 TOMA COURT/P.O. BOX 846  
 SAN ANDREAS, CA 95249  
 PHONE: (209) 754-3543 FAX: (209) 754-1069

PROJECT NO. 11066G

SERVICE LINE REPLACEMENT PROJECT  
 JENNY LIND WATER SYSTEM  
 GABOR ST

DRAWING:

SHEET  
 2 / 3





DESIGNED BY: CWD STAFF  
 DRAFTED BY: CWD STAFF  
 CHECKED BY: CHARLES PALMER  
 DATE: 07/15/2019  
 SCALE: 1:100  
 ON SCALED DRAWING  
 BAR LENGTH ONE INCH

REVISION:	DESCRIPTION:	DATE:	BY:



CALAVERAS COUNTY  
 WATER DISTRICT  
 120 TOMA COURT/P.O. BOX 846  
 SAN ANDREAS, CA 95249  
 PHONE: (209) 754-3543 FAX: (209) 754-1069

PROJECT NO. 110666

SERVICE LINE REPLACEMENT PROJECT  
 JENNY LIND WATER SYSTEM  
 GARNER PLACE

DRAWING:

SHEET 3 OF 3



