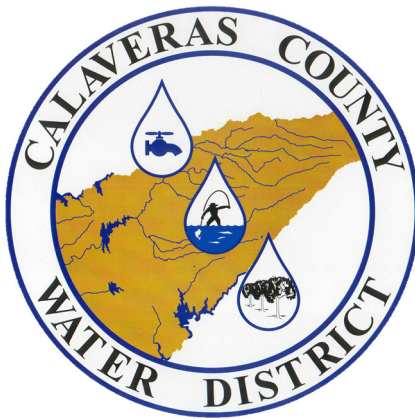


Calaveras County Water District (C.C.W.D.) Maintenance and Warehouse Building Project

BID PACKAGE

August 4, 2021



Proposal will be received at the office of:

Calaveras County Water District
120 Toma Court
San Andreas, California 95249
no later than

2:00 p.m. local time on August 25, 2021

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Part 2: Project Drawings

Site Plan/Grading Plan

Metal Building Foundation and Footing Plan

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SECTION 00100

ADVERTISEMENT FOR BIDS

CALAVERAS COUNTY WATER DISTRICT (C.C.W.D.)
MAINTENANCE AND WAREHOUSE BUILDING PROJECT

Sealed bids for the Calaveras County Water District (C.C.W.D.) Maintenance and Warehouse Building Project will be received by Calaveras County Water District at the office of Calaveras County Water District at 120 Toma Court, San Andreas California 95249 no later than **2:00 PM local time on August 25, 2021**, at which time the Bids will be publicly opened and read. A District representative will be available at the front entrance of District office starting approximately 30 minutes prior to bid closing to collect bids. Bids via FEDEX or UPS will be accepted but they need to be inside a separately sealed envelope inside the FEDEX or UPS packaging and advise that they be delivered a day early to assure receipt prior to the bid opening date and time. The District will not accept responsibility for lost, misplaced, or delayed packages, if they cannot be readily located prior to or at the date and time of the bid opening.

The new Maintenance and Warehouse building will be located adjacent to the District's main office on George Reed Drive in San Andreas. The new building will be 9,600 SF (160'x60') with full height interior metal partition wall between the Maintenance and Warehouse Areas.

This Project is in San Andreas, California work will include earthwork, drainage improvements, stormwater pollution prevention, underground wet utilities, concrete foundation/building pad, asphalt paving and steel building erection as shown on drawings and specified. Imported fill will need to be hauled to the site for construction of fills required for the Project. Interior improvement and electrical are not part of this Project. The District is in process of obtaining the required building and grading permits from Calaveras County Building Department and Public Works.

The District has purchased a Pre-Engineered Metal Building Package manufactured by CECO Building Systems which is a Cornerstone Building Brand. The erection of the building is to be done by an experienced Contractor or Subcontractor with minimum of 5 years experienced with erection of metal building of similar size and complexity. The Metal Building Package is scheduled to be delivered to the project site in October 2021 complete with doors, windows and insulation. The Contractor will be responsible for one year warranty on workmanship.

The Engineer's estimate of probable cost is \$600,000.

The Bidding Documents are available at:

Calaveras County Water District
120 Toma Ct.
San Andreas, CA 95249
Contact: Kevin Williams
Phone: (209) 753-3184

Dodge Data & Analytics
4300 Beltway Place, Suite 180
Arlington TX, 76018
Phone: (800) 393-6343

Sacramento Regional Builders Exchange
5370 Elvas Avenue
Sacramento, CA 95819
Phone: (916) 442-8991

Placer County Builders Exchange
10656 Industrial Ave, Suite 160
Roseville, CA 95678
Phone: (916) 771-7229

Builders' Exchange of Stockton
4561 Quail Lakes Drive, Suite B-2
Stockton, CA 95207
Phone: (209) 478-1000

Bay Area Builders Exchange
3055 Alvarado Street
San Leandro, CA 94577
Phone: (510) 483-8880

Valley Builders Exchange
1118 Kansas Avenue
Modesto, CA 95351
Phone: (209) 522-9031

Central CA Builders Exchange
1244 N Mariposa Street
Fresno, CA 93703
Phone: (559) 237-1837

Questions regarding the Bidding Documents shall be directed to:

Calaveras County Water District
120 Toma Court
San Andreas, CA 95249
Phone (209) 754-3184 / Fax (209) 754-9620
Attn: Kevin Williams
Email: kevinw@ccwd.org

A pre-bid conference will be held at 10:00 am local time on Thursday August 17, 2021, at Calaveras County Water District Office, 120 Toma Court, San Andreas CA, 95249. Attendance at the pre-bid conference is highly encouraged but is not mandatory, District Staff will be available after the pre-bid conference for review of the site with prospective bidders. All bidders are required to visit and inspect sites prior to submitting bids.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A – General Engineering and/or Class B – General Building California Contractor's license. If Bidder only has either Class A-General Engineering or Class B- General Building a qualified subcontractor may perform work covered under the other classification. Bidders shall submit a statement of qualifications and at least three (3) references of representative projects of similar size and complexity upon request of the District.

All contractors and subcontractors shall be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 to be qualified to bid on this project or to be listed as a subcontractor for this project pursuant to Public Contract

Code Section 4104. Bidders will be required to submit proof of registration for themselves and all listed subcontractors prior to award of the contract.

Owner: Calaveras County Water District

By: Kevin Williams, P.E.

Title: Senior Civil Engineer

Date: July 30, 2021

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1 - DEFINED TERMS

1.1 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 which registers plan holders.

ARTICLE 2 - BIDDING DOCUMENTS

- 2.1 Bidders shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.2 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.3 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.4 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.5 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 Bidder is to submit the following information with to demonstrate Bidder's qualifications to perform the Work:
To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. The Bidder and his subcontractors are required to have a valid, active license issued by the California, Contractors State License Board. Each Bidder shall have a Class A – General Engineering and/or Class B – General Building California Contractor's license. If Bidder only has either Class A-General Engineering or Class B- General

Building a qualified subcontractor may perform work covered under the other classification. Bidders shall submit a statement of qualifications and at least three (3) references of representative projects of similar size and complexity upon request of the District.

ARTICLE 4 - PRE-BID CONFERENCE

- 4.1 A pre-bid conference will be conducted for this Project.
- 4.2 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-Bid conference will not be binding or legally effective, unless incorporated in an Addendum.

ARTICLE 5 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.1 Site and Other Areas

- A. The site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by the Contractor.

5.2 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - b. 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.
 - c. Reports and drawings known to the Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions has been identified and established in 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.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.3 Other Site-related Documents

- A. No other Site-related documents are available.

5.3 Owners Safety Program

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

5.4 Other Work at the Site

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

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.1 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidders should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7- INTERPRETATIONS AND ADDENDA

- 7.1 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.2 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

Calaveras County Water District
120 Toma Court
San Andreas, CA 95249
Phone (209) 754-3184 / Fax (209) 754-9620
kevinw@ccwd.org
Attn: Kevin Williams, P.E.

- 7.3 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date of opening of Bids may not be answered.

- 7.4 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.2 The Bid security of the Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.3 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.4 The Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.1 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.2 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer's Certification for Compliance with AIS. Refer to the Manufacturer's Certification form provided in these Construction Contract Documents. 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 such proposed item, such

approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract.

- 10.2 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.2 If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.3 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.1 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects too not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.2 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents, The printed copy of the Bid Form must be clearly legible, printed on 8 1/2-inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms

which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.3 A bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.4 A bid by a partnership must 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 must be shown.
- 12.5 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.6 A bid by an individual must show the Bidder's name and official address.
- 12.7 A bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.8 All names must be printed in ink below the signatures.
- 12.9 The Bid must contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of a Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 - BASIS OF BID

- 13.1 Base Bid
 - A. Bidders must submit a Bid for the lump sum and/or unit price items as set forth in the Bid Form.
- 13.2 Unit Price
 - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

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

13.3 Allowances

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

ARTICLE 14 – SUBMITTAL OF BID

- 14.1 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.2 A bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed bid must be addressed to the location designated in the Advertisement.
- 14.3 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

- 15.1 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.2 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.1 and submit a new Bid prior to the date and time for the opening of Bids.

- 15.3 If within 24 hours after Bids are opened and Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 - OPENING OF BIDS

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

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.2 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.3 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.4 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.5 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these instructions, the award may be made to said Successful Bidder on its base Bid and any combination of

its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For determination of the apparent low Bidder when unit prices are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.6 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identify of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.7 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

19.1 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, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.2 Article 8, Bid Security, of these instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 – SIGNING OF AGREEMENT

20.1 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 - SALES AND USE TAXES

21.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 7.10 of the General Conditions.

ARTICLE 22 – CONTRACTS TO BE ASSIGNED

22.1 There are no procurement contracts of which the Contractor will be required to accept assignment previously entered into by the Owner for the direct purchase of goods and special services.

ARTICLE 23 – FEDERAL REQUIREMENTS (NOT USED)

ARTICLE 24 - WORKERS' COMPENSATION REQUIREMENTS

- 24.1 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of workers' compensation to its employees.
- 24.2 In accordance with Section 1861 of the California Labor Code, the contractor shall furnish the owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE 25 – WAGE RATE REQUIREMENTS

- 25.1 The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State Prevailing wages.
- 25.2 Prevailing Wages: Notice is hereby given that pursuant to 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.
- 25.3 Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 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 the current statutory penalty 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.
- 25.4 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 the current statutory penalty 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 Sections 1810-1815 of the California Labor Code.
- 25.5 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.

- 25.6 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 payrolls directly to the Labor Commissioner, and duplicate copies available to the owner.

ARTICLE 26 – SUBCONTRACTOR LISTING LAW

- 26.1 In accordance with Section 4104 of the California Public Contract Code, each bidder, in his or her bid, shall set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total Lump Sum bid.
- 26.2 In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the owner either: (a) substitute a person as a subcontractor in place of the subcontractor listed in the original bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.
- 26.3 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five day's notice of the time and place thereof.

ARTICLE 27 – REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 27.1 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1711.1(a)]. No contractor or subcontractor may be awarded a contract for

public work on a public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section

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SECTION 00410
BID FORM FOR CONSTRUCTION CONTRACT
MAINTENANCE AND WAREHOUSE BUILDING
PROJECT

ARTICLE 1 – OWNER AND BIDDER

1.1 This Bid is submitted to:

Calaveras County Water District
 120 Toma Court
 San Andreas CA

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

ARTICLE 2 – ATTACHMENTS TO THIS BID

2.1 The following documents are submitted with and made a condition of this Bid:

- A. Bid Bond
- B. List of Proposed Subcontractors;
- C. Workers Compensation Certification;
- D. Evidence of authority to do business in California; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. Evidence of Contractor’s License Number or evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of bids;

ARTICLE 3 - BASIS OF BID- LUMP SUMS/UNIT PRICES

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1		
2	Stormwater Pollution Prevention	LS	1		
3	Site Demolition, Clearing, and Grubbing.	LS	1		

4	Import Borrow	CY	2,500		
5	Metal Building Slab and Foundation	LS	1		
6	Asphalt Concrete Pavement	TONS	230		
7	Metal Building	LS	1		
8	Utilities (Water/Sewer)	LS	1		
9	24" Culvert	LF	240		
10	Class 2 AB (Base Rock)	TONS	750		
11	Bio-Swale Ditch	LS	1		
Total of All Bid Items					\$

DOLLARS

TOTAL BID AMOUNT (WRITTEN)

Bidder acknowledges that:

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

3.02 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.

DESCRIPTIONS OF BID ITEMS

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 performance and

payment bonds and required insurance, establishing a field office (if applicable); preparing schedules and sequencing plans, submitting shop drawings; furnishing and installing a project sign, permits, scheduling inspections with Calaveras County Building Department/Public Works, temporary erosion control 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 Contractor and subcontractor employees. Demobilization shall include, but not limited to, removal of all waste materials, debris, final cleanup of construction and staging areas, permanent erosion control. Contractor shall submit no greater than ten percent (10%) of the total Contract Sum for this Bid Item.

BID ITEM NO.2 – 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). 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. 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, all 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 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 BMP’s as soon as possible so each completed area. Stabilized construction entrance shall be installed and maintained during the duration of construction and removed at completion of work. Construction traffic shall not enter through the Districts existing parking lot.

BID ITEM NO.3 – SITE DEMOLITION, CLEARING AND GRUBBING

Demolition includes removal and disposal of existing facilities. clearing site including existing vegetation, stumps, mulch piles and debris. Existing concrete walk, AC curb and concrete curbs shall be removed within the limits of new driveways and employee parking areas. Clean straight sawcut shall be made on all existing asphalt and concrete prior to demolition. All materials shall be disposed of by the Contractor off the project site.

BID ITEM NO.4 – IMPORT BARROW

This item includes all labor, materials, equipment for import barrow and grading including: subgrade preparation/scarification, striping existing soil to depth of 2”- 4” to remove organics, furnishing and placing earthen fill materials, constructing earthen v-ditch at toe of slope to drainage areas, compacting fills, contour grading, and finishing slopes. Subgrade preparation and contour grading shall extend at least 10-ft outside of fill areas. Import Barrow Materials shall conform to Caltrans Standard Specifications Section 19-7 “Borrow Material” and the Project Specifications. Soil sample for import materials shall be provided to the engineer minimum of seven (7) days in advance of planned import for soil analysis, if barrow location changes a new sample will need to be submitted to Engineer seven (7) days in advance of import operations from the new site. **This is final pay item, quantity shown on the Bid Item list is the quantity paid for this item.** There will be no adjustment if quantity regardless of the actual quantity used unless the dimensions or elevations are changed by the Engineer.

BID ITEM NO.5 – METAL BUILDING SLAB AND FOUNDATION

Contractor shall provide all labor, equipment, and materials to furnish and install complete concrete building concrete slab and foundation including footing excavation, reinforcement, anchor bolts and baseplates, 6-mil vapor barrier, forming, pouring, finishing, curing and applying hardener to reinforced

concrete within the building. The contractor is responsible for placing sawcut control joints and reinforcements in the concrete to prevent uncontrolled cracking. Cracks in building slab not at control joints shall be repaired to the satisfaction of the Engineer in accordance with ACI Standards and Project Specifications. All concrete shall be minimum of 6 sack concrete mix and slab concrete shall contain fiber reinforcement with minimum of 8 pounds of fiber reinforcement per cubic yard.

BID ITEM NO.6– ASPHALT CONCRETE PAVEMENT

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, disposal of existing pavement and replacement with new hot mix asphaltic concrete paving. 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. Final pavement shall be placed with a paver machine and compacted to the compaction level intended by the mix design. Final paving thickness shall be determined in the field by CCWD; minimum thickness of placed and compacted AC paving shall be 2-inches and thickness shall match existing within the public roads unless otherwise directed by CCWD. 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.

BID ITEM NO.7 – METAL BUILDING

This item includes all labor, and equipment for complete erection and installation of 60'x160'x16' metal building including eight (8) service bays, x-bracing, 2:12 Pitch Roof, PBR roof and wall panels, nine (9) walk doors, nine (9) 12'x14 framed oping with chain hoist roll up door, sixteen (16) 3'x10'8" skylight roof panels, eight (8) 9"x 10' ridge vents, one (1) full height 60' partition wall sheeted one side, 2' eave extensions on sidewalls with soffit panels, 4" WMP blanket insulation in roof and walls, Gutters and Downspouts and gable trim on endwalls. Building Structure is to be unloaded by the Contractor upon delivery from metal building manufacture, building may arrive in two separate shipments, smaller items shall be transported and stored at District existing warehouse building in San Andreas or other secure onsite storage provided by Contractor. Contractor shall unload materials onsite in way that will allow the District to accurately verify materials were delivered. Metal Building Material package was purchased by the District under separate materials procurement contract.

BID ITEM NO.8 – UTILITIES (WATER/SEWER)

This item includes all labor, materials, equipment to install new water service lines from the existing meter location to the building, 1" hose bib at building, 2 HP Pre-assembled sewer grinder pump system with 24" x 60" tank; 2" buried schedule 80 sewer line to septic, 70-ft of 4" ABS piping buried underneath building slab complete with cleanout and risers for future sewer fixtures, and leak testing of all newly installed utilities. Electrical and gas utilities are not included as part of this Project.

BID ITEM NO.9 – 24" CULVERT

This item includes all labor, materials, equipment to install of 12-gage Corrugated Metal Pipe (CMP) and staked Rip-Rap Headwall. Work shall conform to Caltrans Standard Specifications Section 72-Rock Slope Protection and Section 66- Corrugated Metal Pipe. The CMP pipe shall have a minimum slope of 1% and have minimum cover of 30" underneath paved driveway. Existing ground shall be contoured around pipe entrance and outlet to allow water to collect from surrounding areas into culvert without bypassing culvert or creating ponding.

BID ITEM NO.10 – CLASS 2 AB

Class 2 AB materials, equipment, spreading and compacting procedures shall conform to Section 26, Caltrans Standard Specifications and these specifications. Thickness of placed and compacted AB shall be 4-inches under building slab, 6-inches under Asphalt Pavement, and 3-inch around the outside perimeter of the Building. At the direction of CCWD Class 2 AB maybe placed on other unimproved areas of the project for future vehicle parking and materials storage areas. Payment shall be for weight of Class 2 AB delivered (submit daily truck tags) and placed and meeting quality standards; compacted, smooth and free from ruts, humps, depressions, or irregularities.

BID ITEM NO.10 – BIO SWALE DITCH

This item includes all labor, materials, and equipment to install Bio-Swale Ditch as shown on the Drawings in the Southwest Corner of the Project, ditch length is 50-FT. The bio-swale ditch includes excavation, seeding existing soil with native seed mix, lining ditch with erosion control jut net blankets, planting three rows of sedge on both side of the ditch, placing rock lining at the base and maintaining the plantings until building Project is completed.

ARTICLE 4 – TIME OF COMPLETION

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar or working days indicated in the Agreement.
- 4.2 Bidder agrees that the Work will be substantially complete within **90 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120 calendar** days after the date when the Contract Times commence to run.

ARTICLE 5 - BIDDER’S ACKNOWLEDGEMENTS; ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.1 Bid Acceptance Period
 - A. 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 the Owner.
- 5.2 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.3 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

ARTICLE 6 – BIDDERS REPRESENTATIONS AND CERTIFICATIONS

6.1 Bidder's Representations

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

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

Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

—
(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

—
(typed or printed)

Address for giving notices:

—

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

—

Email:

—

Address:

Bidder's Contractor License No.:

Employer's Tax ID Number:

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**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California
County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By _____

Subscribed and sworn to before me on _____
(date)

(Notary Public)

(SEAL)

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Calaveras County Water District Address <i>(principal place of business)</i> : 120 Toma Court San Andreas, CA 95249	Bid Project <i>(name and location)</i> : Maintenance and Warehouse Building Project, Calaveras County, California Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

**CONTRACTOR'S CERTIFICATION REGARDING WORKERS'
COMPENSATION INSURANCE**

State of California

County of _____

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Name of Contractor)

by: _____

(Signature of Contractor)

Date: _____

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LIST OF SUBCONTRACTORS

NOTE: In accordance with Supplementary Condition SC-7.07.A- the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractors without prior written approval of the Owner.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Business

(Add additional sheets if necessary)

BIDDER: _____

Date: _____

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NOTICE OF AWARD

Date of Issuance:

Owner: Calaveras County Water District

Owner's Project No.: 11101

Engineer:

Engineer's Project No.:

Project: **Maintenance and Warehouse Building Project**

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Calaveras County Water District-Maintenance and Warehouse Building Project

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Owner: **Calaveras County Water District**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Calaveras County Water District** (“Owner”) and _____ (“Contractor”).

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

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: The Project will replace all of existing conventional manual, direct read water meters with radio read meters along with constructing a fixed network of data collectors to automatically read the new water meters.

ARTICLE 2—THE PROJECT

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

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Kevin Williams, P.E., Senior Civil Engineer** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Calaveras County Water District.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **100** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.05 *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 Contract Times, as duly modified. 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 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** 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.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1		
2	Stormwater Pollution Prevention	LS	1		
3	Site Demolition, Clearing, and Grubbing.	LS	1		
4	Import Borrow	CY	2,500		
5	Metal Building Slab and Foundation	LS	1		
6	Asphalt Concrete Pavement	TONS	230		

7	Metal Building	LS	1		
8	Utilities (Water/Sewer)	LS	1		
9	24" Culvert	LF	240		
10	Class 2 AB (Base Rock)	TONS	750		
11	Bio-Swale Ditch	LS	1		
Total of All Bid Items					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th 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.

6.02.A.1. a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated into 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Addenda
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. 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.
 8. 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.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. 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.

8.02 *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 8.02:
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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____

Name: _____

(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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

(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

CERTIFICATE OF OWNERS ATTORNEY AND AGENCY CONCURRENCE

This attachment is to the Contract made and entered into on _____, by and between the **Calaveras County Water District** hereinafter "Owner", and _____ hereinafter called "Contractor." This Contract is for that Work described in the Contract Documents entitled Advanced Water Metering Infrastructure Project.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and

acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties attached Contract agreement constitutes a valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

(Attorney's Signature) Date

NOTICE TO PROCEED

Owner: Calaveras County Water District Owner's Project No.: 11101
Engineer: Kevin Williams, P.E. Engineer's Project No.: 11101
Contractor: _____ Contractor's Project No.: _____
Project: Mechanics and Warehouse Building Project
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **100 Calendar Days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **120 Calendar Days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Calaveras County Water District
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Calaveras County Water District</p> <p>Mailing address <i>(principal place of business)</i>: 120 Toma Court San Andreas, CA 95249</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Maintenance and Warehouse Building Project</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. 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 will 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 may 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 will 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 does 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 does 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 will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than 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. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Calaveras County Water District</p> <p>Mailing address <i>(principal place of business)</i>: 120 Toma Court San Andreas, CA 95249</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Maintenance and Warehouse Building Project</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. 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 will 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 will 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 will 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 will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, 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:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____
Application No.: _____ Application Date: _____ Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Calaveras County Water District
Engineer:
Contractor:
Project: **Maintenance and Warehouse Building**
Contract Name:

Owner's Project No.: 11101
Engineer's Project No.:
Contractor's Project No.:

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 Documents.

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

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

Amendments to Owner's Responsibilities: None As follows:

_____.

Amendments to Contractor's Responsibilities: None As follows:

_____.

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

_____.

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 Documents.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

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

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design

professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

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

13.01 *Cost of the Work*

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

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

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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

c. *Construction Equipment Rental*

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

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 Allowances

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

13.03 Unit Price Work

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

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

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

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

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

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

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

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications,

submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
- 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for

Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of Section 00610, Performance Bond.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of Section 00615, Payment Bond.

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

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of Section 00612, Warranty Bond. The warranty bond must be in a bond amount of 15 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated: All Subcontractors to have same insurance limits as Prime Contractor.

6.03 *Contractor's Insurance*

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

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
1. Calaveras County Water District
 2. County of Calaveras
 3. Resident Engineer/Resident Project Representative (as designated by Owner)
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$2,000,000
Each employee	\$2,000,000
Policy limit	\$2,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - 4. Underground, explosion, and collapse coverage.
 - 5. Personal injury coverage.
 - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
- 1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 - 2. Any exclusion for water intrusion or water damage.
 - 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 - 4. Any exclusion of coverage relating to earth subsidence or movement.
 - 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 - 6. Any limitation or exclusion based on the nature of Contractor’s work.
 - 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

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

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

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00am – 4:30pm.
2. Owner's legal holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Martin Luther King Jr. Day, and Christmas Day.
3. Activities that create excessive noise maybe restricted during open board meetings. Generally, board meeting takes approximately 2 hours/twice monthly.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular

work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 8—OTHER WORK AT THE SITE

No changes to Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No changes to Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.

- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No changes to Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No changes to Supplementary Conditions in this Article.

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

13.01 Cost of the Work

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

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of State of California, Department of Transportation (Caltrans) Equipment Rental Rates.

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

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No changes to Supplementary Conditions in this Article.

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

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changes to Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

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

ARTICLE 18—MISCELLANEOUS

18.08 *for Assignment of Contract*

Not used

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SECTION 00810
PROJECT SIGN

For the project duration, the Contractor shall furnish and install at the job site for public view a temporary project sign on 3/4" APA rated A-B or A-C grade, exterior plywood panel with design provided by the District. The District will provide sign design upon contract award, the Contractor shall provide a submittal of the draft/proof for District approval. Before fabricating the sign, the District will have an opportunity to revise and change the exact wording, text and logos. The sign background shall be painted white on both faces with colored logos and text on the smooth (A grade) face. Paints and materials used in fabricating the sign, text and logos shall be weather resistant against fading, cracking, chipping or other abrupt damage by normal rain, snow, sun UV exposure. The sign shall be located as directed by the District. The sign shall be supported and mounted on two 4x6 lumber posts 12-ft in length securely anchored and embedded in the ground. Upon completing the project, the Contractor shall remove the sign and wood posts and restore the ground surface to a good, prior condition.

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CALIFORNIA STATE REQUIREMENTS

CA-1.01 Utilities

- A. Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) 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 ticket number for the entire duration of the excavation.
- B. 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 for all costs of locating 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.

CA-1.02. Worker Protection-Excavations

For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

CA-1.03 Registration with the California Department of Industrial Relations

This project is a "public works" project as defined in California Labor Code Section 1720 through 1743. 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.

CA-1.04 Claims

If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Section 9204 of the California Public Contract Code. Key provisions of that section are summarized as follows:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
2. Payment of an amount that is disputed by the public entity upon receipt of a claim pursuant to this section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
3. Contractor shall furnish reasonable documentation to support the claim.
4. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement.
5. If Contractor disputes Owner's written response, or if Owner fails to respond to a claim, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
6. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement. Any undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation with the public entity and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
7. Failure by Owner to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
8. Amounts not paid in a timely manner as required by this section shall bear interest at the maximum legal rate.

CA-1.05 Antitrust Claim Settlement

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.

CA-1.06 Substitution of Securities

Funding for this project is provided by the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Section 1921 et seq.) and therefore this contract does not allow for substitution of securities (as described in Public Code Section 22300) in lieu of retention.

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**SECTION 00900
SPECIAL CONDITIONS**

ESC-01, Permits

The District has applied for Grading Permits from Public Works and Building Permits Calaveras County Building Department. The District will pay direct governmental charges and inspection fees. The Contractor will be responsible for requesting inspections and fully complying with the requirement of governmental agencies, standard permit requirements and include associated costs in the bid items.

ESC-02, Existing Utilities

The Contractor shall be responsible for marking excavations, calling Underground Service Alert (USA) 48-hrs before digging and following 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-03, 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-04, 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 Project.

ESC-05, Construction Water

The Contractor will be required to secure construction water for the Project, CCWD does not have water service in San Andreas. The local water utility for the Project area is Calaveras Public Utilities District (CPUD), CPUD has bulk water facility on George Reed Dr that can be used for the Project. Contractor will be required to pay fees to CPUD for construction water, current water rates are available at CPUD website. In the event of Statewide Water Restriction limiting potable water use for construction, recycled water is available for this Project at CCWD Wastewater Treatment Plant in Copperopolis or Valley Springs.

ESC-06, Temporary Utilities

The District will not furnish temporary power, telephone or other utilities. Contractor shall provide temporary utilities as needed for construction and his own use. All temporary electrical work by the Contractor shall be adequately grounded, safe for use and installed by a licensed electrician in conformance with the NEC.

ESC-07, PG&E Power

The Contractor is cautioned that PG&E power lines will be present or in progress of being installed to serve the project; work will be near the Contractor's work and a hazard to keep aware of during construction.

ESC-08, 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-09, Site Security and Safety

The Contractor shall secure the project site when not present to eliminate site hazards and maintain public safety. The Contractor shall secure the construction area, work, materials and equipment against theft or vandalism.

ESC-10, Local Speed Limit

The Contractor shall notify his employees and subcontractors that local 25-mph speed limit on George Reed Drive and Toma Court is to be observed and caution used in transporting heavy equipment, hauling materials and driving vehicles through local streets. Speed limit on the construction site is maximum of 15 mph, speeds should be reduced when high winds or when speeds could create dust.

ESC-11, 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-12, Seismic Anchoring

The Contractor shall provide anchoring as shown on drawings and as required by applicable building codes.

ESC-13, (Not Used)

ESC-14, Environmental Compliance (Not Used)

ESC-15, Stormwater Pollution Prevention Compliance

This project is subject to the NPDES general permit for stormwater discharges from construction activities, including the following provisions: State Water Resources Control Board (“SWRCB”) Order No. 2009-0009-DWQ (NPDES No. CAS000002), National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (the “NPDES Permit”) and amendments 2010-0014 and 2012-0006 require the District to implement a the Storm Water Pollution Prevention Plan for the Project (“SWPPP”). The Contractor is responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) for the project and will have day-to-day responsibility for implementing the SWPPP and for ensuring compliance with all of its requirements. The Contractor is referred to the Specifications for more specific requirements including District and Contractor responsibilities.

ESC-16 Dewatering Permit Requirements

The Contractor shall comply with all requirements of California Regional Water Quality Control Board, Central Valley Region Order No.5-00-175 (NPDES No.CAG995001) Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters.

ESC-17 DIR Registration

Effective March 1, 2015, all contractors and subcontractors shall be registered with California Department of Industrial Relations pursuant to Labor Code Section 1725.5 to be qualified to bid on this project or to be listed as a subcontractor for this project pursuant to Public Contract Code Section 4104. Bidders will be required to submit proof of registration for themselves and all listed subcontractors prior to award of the contract.

WORK CHANGE DIRECTIVE NO.: _____

Owner: Calaveras County Water District

Owner's Project No.: 11101

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

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

Description:

Attachments:

Purpose for the Work Change Directive:

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

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

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

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

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CHANGE ORDER NO.: _____

Owner: Calaveras County Water District
 Engineer:
 Contractor:
 Project: **Maintenance and Warehouse
 Building Project**

Owner's Project No.: 11101
 Engineer's Project No.:
 Contractor's Project No.:

Contract Name:
 Date Issued:

Effective Date of Change Order:

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

Description: **[Description of the change]**

Attachments: **[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____
 Title: _____
 Date: _____

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**SECTION 02100
DEMOLITION AND SITE PREPARATION**

PART 1 GENERAL

1.1 SCOPE

It is the intent of these Contract documents and the responsibility of the Contractor to furnish, provide, and perform, all demolition, clearing, grubbing, and stripping (whether shown or not shown) needed for a complete project and building installation, at no additional cost to Owner.

1.2 DESCRIPTION

Work Included: Demolition, clearing, grubbing, and stripping required for this work includes, but is not necessarily limited to:

Removal of weeds, surface rock, asphalt, concrete and all debris at all locations identified for new construction and new grading and/or site work.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02200: Earthwork
- B. Section 02223: Trenching, Backfilling, and Compacting
- C. Section 02225: Structure Excavation and Backfill

1.3 LIMITS OF WORK

Perform demolition, clearing, grubbing, and stripping operations to the following limits:

- A. Demolition: Perform demolition of existing facilities as designated on the contract drawings.
- B. Clearing: Perform clearing operations throughout the project site, as required for completion of the work designated on the contract drawings.
- C. Grubbing: Perform grubbing operations at all locations identified for clearing.
- D. Stripping: Perform stripping operations at the following locations identified for demolition, new construction, and new grading and/or site work.
- E. Debris Removal: Remove and dispose of debris and debris piles on the property.

1.4 PROJECT CONDITIONS

- A. Dust Control: Use all means necessary to prevent the spread of dust during performance of the work; thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site. Wind in excess of 15 MPH causing dust to leave site will require Contractor to limit dust causing activities.
- B. Burning: On-site burning will not be permitted.

- C. Protection: Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately notify the CCWD Construction Manager and make all repairs and replacements necessary for approval by the CCWD Construction Manager at no additional cost to the Owner.

PART 2 MATERIALS

2.1 TEMPORARY BARRICADES

Unless otherwise specifically approved by the CCWD Construction Manager, use only new and solid lumber of utility grade or better to construct temporary barricades around the objects designated to remain.

2.2 EXPLOSIVES

Do not use explosives on this work unless approved by the CCWD Construction Manager.

2.3 OTHER MATERIALS

All other material, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to approval of the CCWD Construction Manager.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notification: Notify the CCWD Construction Manager at least two full working days prior to commencing the work of this section.
- B. Site Inspection
 - a. Prior to all work of this section, carefully inspect the entire site and all objects designated to be removed and to be preserved. The drawings do not purport to show all objects existing on the site. Before commencing the work of this section, verify with the CCWD Construction Manager all objects to be removed and all objects to be preserved.
 - b. Locate all existing inactive utility lines to be encountered by the new work and determine all requirements for disconnecting and capping. Abandonment of piping requires capping at each end or plugging with concrete to the satisfaction of the CCWD Construction Manager.
 - c. Locate all existing active utility lines traversing the site and determine the requirements for their protection.
- C. Scheduling
 - a. Schedule all work in a careful manner with all necessary consideration for neighbors, operation of existing facilities, and the public.

- b. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.
- D. Disconnection of Utilities: Before starting site operations, disconnect or arrange for the disconnection of all utility services designated to be removed, performing all such work in accordance with the requirements of the utility company or Owner involved.
- E. Protection of Utilities: Preserve in operating condition all active utilities traversing the site and designated to remain.

3.2 CLEARING AND GRUBBING

A. Clearing, Grubbing, and Stripping

- a. The Contractor shall restrict clearing and grubbing to the areas designated for new construction or adjustment of grades on the plans. Surrounding trees shall be protected from damage.
- b. Remove and dispose of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth to the limits defined in Section 1.3. Remove all evidence of branches greater than 1-inch in diameter of thickness. Remove and dispose of trash piles and rubbish. Protect structures and piping above and below ground, trees, shrubs, and vegetative growth and fencing which are not designated for removal or which exist outside project limits.
- c. Where limbs or roots of trees designated to remain extend into work areas, the limbs or roots shall be trimmed in accordance with the provisions of this section. Remove all surface rocks and all stumps, roots, and vegetation within the limits of construction. Roots shall be removed to at least 2.5 feet below proposed finish grade. After grubbing, strip the organic material to the limits defined in Section 1.3 to a depth of not less than 2-inches. Upon completion of the stripping operation, the remaining material, if utilized for structural fill, shall not exceed a concentration of organics in excess of 5 percent by dry weight. Dilution shall be accomplished by means of disking.

3.3 STRUCTURE DEMOLITION

- A. All concrete and rock shall be removed to a depth of at least 2.5 feet below the finished grade unless otherwise noted. Concrete not removed shall be broken to prevent entrapment of water, as directed by the CCWD Construction Manager. Concrete includes all reinforcement and embedded items. Existing concrete structures below new structural foundations shall be completely removed.
- B. Rubble and broken concrete will not be allowed to be used as fill materials.

3.7 REMOVAL OF DEBRIS

- A. Remove all debris from the site and leave the site in a neat and orderly condition to the approval of the CCWD Construction Manager. Debris shall become the property of the Contractor and legally disposed of offsite.

- B. Removal of demolished materials shall be included in the earthwork bid item and shall not be paid on a unit cost basis.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 GENERAL

1.1 SCOPE

It is the intent of these Contract documents and the responsibility of the Contractor to furnish, provide, perform, and install all earthwork needed for a complete project and building installation, at no additional cost to Owner.

1.2 DESCRIPTION

The work of this section consists of excavation, filling, compaction, and grading for earthen embankments, facilities pad, roadways, areas adjacent to structures, slope rounding, benching, and removal of unsuitable material from the roadbed and beneath fill areas.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 02100: Demolition, Cleaning, Grubbing, and Stripping

Section 02223: Trenching, Backfilling, and Compacting

Section 02225: Structure Excavation and Backfill

1.4 DEFINITIONS

Well Graded: Well graded as used in this section defines a mixture of soil particle sizes that have no specific concentration or lack thereof of one or more sizes. Well graded is used to help define a material that, when properly compacted, produces a strong and relatively incompressible soil.
Relative Compaction:

Relative compaction is defined as the ratio, in percent, of the as compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D1557, latest edition. In-place density will be determined in accordance with ASTM D3017 or D2922, latest edition.

Standard Specifications: Where reference is made to Standard Specifications, reference shall mean: State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Standard Specifications, latest edition, excluding measurement and payment items.

1.5 QUALITY ASSURANCE

Testing required to determine compliance for the work of this section will be the responsibility of the Owner and at the Owner's expense. The Contractor shall cooperate by rerouting equipment or by temporarily closing the immediate work area being tested. Areas where test results indicate noncompliance shall be corrected before placing additional fill. Retesting of previously failing test areas will be back charged to the Contractor in accordance with the Geotechnical Engineer's current rate schedule.

1.6 PROJECT CONDITIONS

Maintain fills, slopes, and ditches within the limits of the new construction until final acceptance. Repair areas damaged as a result of water erosion or construction. Take necessary precautions to prevent the entrance of soils and other materials into streambeds, lakes, or water courses.

PART 2 MATERIALS

2.1 GENERAL

Material shall be free from detrimental quantities of organic materials and free of all debris, muck, and other unsuitable materials. Frozen material will not be permitted as fill.

2.2 IMPORT BORROW SOIL

Fill shall be imported material and contains no rocks larger than 3 inches. Fill should be free of debris, vegetation, and organic materials. Imported fill shall be suitable for the construction and shall be of such character that it will readily bind to form a firm and stable embankment when compacted. Contractor to provide soil samples of imported materials to the Engineer to be tested by a geotechnical engineer prior to start of earthwork.

Imported Soils shall be free of contamination. Soil originating from industrial site will not be acceptable.

Soil fill shall be uniformly moisture-conditioned to within 2 percent of the optimum moisture content, placed in horizontal lifts not greater than 8-inches in loose thickness, and compacted.

2.3 AGGREGATE BASE

Aggregate base shall be Class 2 Aggregate Base conforming to Caltrans Standard Specifications.

2.4 WATER FOR COMPACTION/DUST CONTROL

Water for compaction and dust control shall be clean and free of oil, acids, salts, and other deleterious substances. Water shall be supplied by the Contractor at no additional expense to the Owner.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall do all grading, filling-in or excavating as required to completely grade the site to lines and grades shown, and to provide for the indicated drainage. Where finish grade corresponds practically with existing grade, the ground shall be worked-up and graded-off evenly with existing grade.

3.2 STRIPPING

Perform clearing, grubbing, and stripping in accordance with Section 02100.

3.3 ORIGINAL GROUND PREPARATION

02200-2

Perform all excavation of every description, regardless of the type, nature, or condition of material encountered as specified, shown on the contract drawings, or required to accomplish the construction.

- A. Scarification and Recomaction: Following site stripping, grubbing, and any required overexcavation, areas to receive engineered fill or concrete slabs supported-on-grade shall be scarified to a depth of 8 inches, uniformly moisture-conditioned to within 2 percent of optimum moisture content, and compacted to at least 90 percent relative compaction or 95% relative compaction if expansive clays are present. Scarification and recompaction may not be necessary if weathered rock is present as determined by the Engineer. Within pavement areas (asphaltic cement and concrete) the subgrade shall be scarified to a minimum depth of 8 inches and compacted to at least 95 percent relative compaction.
- B. If the Contractor excavates below the required grade by chance, the Contractor shall fill the over-excavation at no cost to the Owner.

3.4 GENERAL FILL COMPACTION

- A. Soils used for engineered fill shall be uniformly moisture-conditioned to between 1% and 4% above optimum moisture content and placed in 8-inch maximum loose lifts. Unless otherwise noted on the drawings, compaction shall be as follows:
 - a. Relative Compaction
 - i. Beneath Structures 95%
 - ii. Upper 6 inches of pavement subgrade 95%
 - iii. Fill deeper than 10 feet 95%

3.5 SLOPE FINISHING

- A. Fill slopes shall be over-built and cut back into firm material to finish grade.

3.13 EROSION AND SEDIMENT CONTROL

The site shall be protected from erosion and sediment transport at all times utilizing a combination of best management practices (BMP)

- A. Temporary Erosion and Sediment Control: Stormwater BMPs shall be employed in a system such that erosion and sediment transport shall be significantly minimized from unprotected earthwork activities. Track walking shall be utilized on all embankment slopes. Refer to the contract drawings for location of all drainage ditches, desilting/sedimentation basins, asphalt concrete roads, landscaped areas, and graveled areas.

END OF SECTION

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**SECTION 02223
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:

- A. Lab tests for backfill gradation, durability and sand equivalent.
- B. CAL-OSHA permit for sheeting, shoring and bracing plans.

1.3 Testing - Testing frequency and location shall be approved by District.

2.0 MATERIALS

2.1 Excavation is unclassified; Contractor shall make own estimate of soil conditions, extent various materials may occur and complete all excavations regardless of soil conditions. For District projects, no extra payment will be made for changed soil conditions; it is assumed that rock is commonly encountered in Foothills and Contractor's responsibility to include those costs appropriately.

2.2 Pipe Zone Backfill - Limits of pipe zone backfill are designated on CCWD Standard Detail G05 and shall consist of the following material:

- A. 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.

2.3 Initial & Final Backfill – Initial and final backfill limits are designated on CCWD Standard Detail G05; initial and final backfill shall be as follows:

- A. Road Sections – Class 2 A.B. as defined above.
- B. Non-Roadway – Select native or imported material free from organics, large rocks, debris and deleterious substances with following gradation:

<u>Sieve Size</u>	<u>% Passing</u>
3"	100
#4	35-100
#200	0-25

2.4 Slurry Backfill – Cement slurry shall consist of two sacks of Portland cement per yard of sand with enough water for workability. The District shall approve all uses of slurry 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 – Tracer wire shall be #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 the 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 in a manner to prevent water running into excavations. Obstructions of surface drainage shall be avoided and means shall be 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 only after securing the required permits. Procedures and methods for blasting shall conform to all Federal, State, and local laws and ordinances. The Contractor shall notify 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, at least 24 hours in advance.

Blasting mats shall be used at all times where flying rock might cause damage to any person, building, power line, or other installation.

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 Contractor shall designate, in writing, a single 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. 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.

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. 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.

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.

The Contractor shall notify the District a minimum of one (1) week in advance of any blasting operations.

F. Preservation of Trees - Excavation within the dripline of any tree shall conform to the project's environmental monitoring program and to encroachment permits. Trees shall not be removed outside of fill or excavated areas, except as authorized by the District.

G. Dewatering - Contractor shall provide and maintain means and devices to continuously remove and dispose of all water entering excavations during construction and not let water rise in the excavation until work is completed and backfilled. Water shall be disposed of in a manner that avoids damage to adjacent pipe trenches and property. Contractor shall comply with all Federal and State laws and regulations governing disposal of water from construction dewatering operations. 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/Structures - Trees, shrubbery, fences, poles, and all other property and 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 the trench wall shall not exceed the amount shown in the standard details. In general, the following shall be adhered to:

Nominal Pipe	Trench Width
--------------	--------------

Diameter	Minimum	Maximum
Dia. < 10"	OD + 12"	OD + 18"
Dia. ≥ 10"	OD + 18"	OD + 24"

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

L. Maximum Length of Open Trench - Unless otherwise specified or directed by District, the maximum length of open trench shall be 500 feet or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater. 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. Trenches should be closed by the end of each day; the Contractor shall provide proper barricades and H20 traffic rated, skid resistant plates in any areas remaining open. Failure by the Contractor to comply with the limitations specified herein may result in an order to halt progress of the work until compliance has been achieved.

No open trench will be allowed from November to April unless conditions permit, e.g. no rain/snow and relatively dry soils, for extended period and Contractor implements and maintains effective stormwater pollution prevention, erosion controls and other best management practices.

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 layer of pipe zone material which shall be compacted to provide uniform support and a firm foundation.

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 detailed by the Standard Drawings as directed by the District. 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 – Complete work within shortest possible time along main roads and other roads subject to regular 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 preparation of the foundation, 6 inches of bedding material 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 the 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 the joint is made,

the remainder of pipe bedding shall be placed to the limits as shown on the Drawings.

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 the Standard Drawings.

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 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 the Standard Drawings. 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 improvements, facilities, and vegetation shall be replaced or repaired at the expense of the Contractor.

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

END OF SECTION

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SECTION 02225
Structure Excavation and Backfill

PART 1 GENERAL

1.1 SCOPE

It is the intent of these Contract documents and the responsibility of the Contractor to furnish, provide, perform, and install all structure excavation and backfill (whether shown or not shown) needed for a complete project and building installation, at no additional cost to Owner.

1.2 DESCRIPTION

The work of this section consists of all structure excavation and backfill required to complete the work, including rock excavation and furnishing select or imported backfill. It includes disposal of surplus or unsuitable material.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02100: Demolition, Clearing, Grubbing and Stripping
- B. Section 02200: Earthwork

1.4 QUALITY ASSURANCE

The Engineer will perform compaction test, the contractor should notify Engineer or Engineers representative at least 48 hours in advance of compaction activities. Areas where test results indicate noncompliance shall be corrected before placing additional backfill.

1.5 RELATIVE COMPACTION TEST

- A. The Engineer shall test for compaction every 100 feet or less in each direction and at locations determined by the CCWD Construction Manager.
- B. Relative compaction is defined as the ratio, in percent, of the as-compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D1557, latest edition. As-compacted dry density is defined in accordance with ASTM D3017 or D2922, latest edition.
- C. Where compaction tests indicate a failure to meet the specified compaction, the Engineer will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved at no cost to the Owner.

PART 2 MATERIALS

- 2.1 **ENGINEERED FILL:** See Section 02200 for material requirements.
- 2.2 **CRUSHED ROCK:** See Section 02200 for material requirements.
- 2.3 **AGGREGATE BASE:** See Section 02200 for material requirements.

PART 3 EXECUTION

3.1 STRUCTURAL EXCAVATION

- A. General: All excavation for structures shall be done to the dimensions and levels indicated on the drawings or specified herein.
- B. Under all structures, the Contractor shall:
 - 1. Excavate to subgrade, remove and dispose of organic material and unsuitable soils including expansive clay soil.
 - 2. Scarify the surface a minimum depth of 8 inches, bring the moisture content to within 2 percent of optimum, and compact to 95 percent minimum relative compaction.
 - 3. Place Engineered Fill in 8-inch maximum lifts to obtain subgrade elevations. Bring the fill moisture content to within 2 percent of optimum and compact to not less than 95 percent relative compaction. Compact portions of fill deeper than 10 feet to at least 95% relative compaction and at a moisture content of at least 1 percent above optimum.
- C. Under all pavements, the Contractor shall:
 - 1. Excavate to below subgrade, remove and dispose of organic material and unsuitable soils.
 - 2. Scarify the surface a minimum depth of 8 inches; bring the moisture content to within 2 percent of optimum and compact to 90 percent relative compaction.
 - 3. Place engineered fill in 6-inch maximum lifts to obtain subgrade elevations. Compaction shall be performed at a moisture content of at least 2 percent above optimum to 90 percent minimum relative compaction.
 - 4. Compact portions of fill deeper than 10 feet and upper 6 inches of pavement subgrade to at least 95% relative compaction.
- D. Excavation shall be made to such width outside the lines of the structure to be constructed therein as may be required for proper working methods, the erection of forms and the protection of the work. Care shall be taken to preserve the foundation surfaces shown on the drawings in an undisturbed condition.
- E. Bracing, Sheeting, and Shoring: Care shall be exercised in excavating for lower footings not to disturb bearing under higher adjacent footings or structures. Existing structures and pipe work shall be adequately braced and cared for so that no damage will result.
- F. Unsuitable Materials: To suit field conditions, excavation below the depths shown may be ordered, but changes may only be made as directed. Soft, spongy, or unsuitable bearing material of any kind shall be entirely removed down to solid bearing soil and replaced with an engineered fill as specified herein.
- G. Dewatering: Any water that may be encountered or that may accumulate in excavations shall be removed and kept out by pumping or other approved methods, and all construction shall be carried on in the dry. Water shall be kept down until structures are complete to above water, safe from uplift and horizontal water pressure and the backfill has been placed.

3.3 ENGINEERED FILL

- A. General: All soil under structures, pavements, embankments, and at other locations where indicated on the drawings shall be made using engineered fill sub-base, carefully controlled and compacted on a prepared surface.
- B. Surface Preparation: The surface on which fill is to be placed shall be free of all vegetation, debris, or other objectionable material, and all large roots shall be grubbed out to a depth of at least 2 feet below footing, slab, or pavement elevations and suitably beyond the limits of the proposed improvements for constructability. The surface shall be scarified to a depth of 6 inches, brought to a moisture content between 1 and 2 percent of optimum and compacted to 90% relative compaction. It may be necessary to adjust the moisture content of the subgrade soil by watering or aeration to bring the moisture content of the soil near optimum in order that the specified densities can be obtained. Surface preparation may not be necessary if weathered rock is present as determined by the Geotechnical Engineer.
- C. Placement of Fill:
 - 1. Fill materials shall be spread in a maximum of 8-inch lifts and shall have a specified uniform moisture content. If necessary to obtain uniform distribution of moisture, water shall be added to each layer by sprinkling and the soil disced, harrowed, or otherwise manipulated after the water is added. If the material is too wet, the moisture content shall be reduced as necessary by spreading and aerating.
 - 2. Field density tests shall be used to check the compaction of the backfill materials. Sufficient tests shall be made on each layer by the CCWD Construction Manager to assure adequate compaction throughout the entire area. If the dry densities are not satisfactory, the Contractor will be required to increase the weight of the roller or the number of passes as required to produce the specified densities.
 - 3. Where trenches must be excavated in Engineered Fill these trenches shall be backfilled with the fill materials excavated. The backfill shall be placed in 8 inch layers and each layer compacted with pneumatic tampers to provide densities as specified for engineered fill. Backfill placed adjacent to walls shall be placed in a similar manner to that specified for backfill in excavated trenches.
 - 4. No fill shall be placed during weather conditions which will alter the moisture content of the fill materials sufficiently to make adequate compaction impossible. After placing operations have been stopped because of adverse weather conditions, no additional fill material shall be placed until the last layer compacted has been checked and found to be compacted to the specified densities.

3.4 ONSITE SOIL

Onsite soil may be used as backfill as approved and observed by the Engineer. The Contractor shall excavate, hammer and/or remove rock.

END OF SECTION

SECTION 02500
ASPHALT CONCRETE PAVING

1.0 GENERAL

1.1 Summary: This Section provides specifications for asphalt concrete pavement. The Contractor is required to saw-cut and remove all existing paving as needed for excavation and trenching as indicated on the Drawings. The Contractor is to reapply all pavement traffic markings including center lines, road limit markings, and stop lines damaged during construction.

1.2 Submittals: Provide the following submittal accordance in with Section 00700-7.16 and Section 00800-SC-7.20.

A. Information Submittals

1. Asphalt Concrete Mix Formula:
 - a. Submit minimum of 15 days prior to start of production.
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. Road repair shall conform to road agency permit conditions and specifications. When the County encroachment permit conditions are more restrictive, they will take precedence.

B. Asphalt Material (Aggregate Concrete): Conform to the following specification: 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. Traffic Stripping and Marking: Provide white thermoplastic paint per Caltrans Standard Specification Section 84.

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 driveways from which pavement was removed. 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.

B. Thoroughly coat edges of contact surfaces with emulsified asphalt or asphalt cement prior to laying new pavement. Prevent staining of adjacent surfaces.

3.4 Pavement Application

A. General: Place asphalt concrete mixture 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. Patch holes in primed surface with asphalt concrete pavement mix.
 2. Place asphalt concrete pavement mix in one single lift.
 - 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.

END OF SECTION

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SECTION 02550
Onsite Utility Piping Provisions

PART 1 GENERAL

1.1 SCOPE

This section contains general provisions applicable to onsite utility piping (water and wastewater). Where specific requirements for a particular type of pipe are different than those in this section, the specific requirements shall govern.

It is the intent of these Contract documents and the responsibility of the Contractor to furnish, provide, perform, and install all piping (underground, aboveground, and within the building) needed for a complete building installation including, but not limited to, water, sewer, and gas at no additional cost to Owner.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Section 02100: Demolition, Clearing, Grubbing, and Stripping
- B. Section 02223: Trenching, Backfilling, and Compacting
- C. Section 02555: Plastic Pipe
- D. Section 02225: Structure Excavation and Backfill

1.3 DRAWINGS

Drawings are diagrammatic and show the general design, arrangement and extent of the systems. Do not scale drawings for roughing in measurements, nor use as shop drawings. Make field measurements and prepare shop drawings as required. Coordinate work with shop drawings of other specification divisions.

1.4 SUBMITTALS

- A. Submittals shall be provided for the following items plus any additional items required in the specifications for the particular types of pipe:
 - 1. Piping and jointing materials
 - 2. Fittings
 - 3. Specialties
 - 4. Fabrication drawings of all major runs of pipe and all pipe which cannot be fabricated in the field.

PART 2 MATERIALS

2.1 GENERAL

Pipe sizes are minimum nominal inside diameter unless otherwise noted. All sizes of pipe shall be as called out on the drawings and specified herein. All pipe and fittings delivered to the job site shall be clearly marked to identify the material, class, thickness, and manufacturer. All material shall be new and free of blemishes

2.2 PIPING MATERIALS

- A. The construction plans list the pipe materials that can be selected at the Contractors option for each service, except where the drawings call for a specific pipe material.

2.3 PRE-PACKAGED SEWER GRINDER PUMP SYSTEMD

- A. 2-HP (24" X 60"DIA Basin) Pre-Packaged Grinder Pump System
 - a. Model: Liberty Pumps Model 2460SG202 or approved equal.

PART 3 EXECUTION

3.1 HAULING, UNLOADING AND DISTRIBUTING PIPE

- A. During loading, transportation and unloading, every precaution shall be taken to prevent injury to the pipe, coating, and lining. No pipe shall be dropped from cars or trucks, or allowed to roll down slides without proper retaining ropes. Each pipe shall rest on suitable pads, strips, skids or blocks securely wedged or tied in place. Padding shall be used on car or truck stakes, skids, etc., to prevent damage to the pipe during transportation and handling. Any pipe damaged shall be replaced or repaired as approved by the CCWD Construction Manager at no additional cost to the Owner.
- B. Each section of pipe shall be delivered in the field as near as practicable to the place where it is to be installed. Pipes shall be distributed along the side of trench opposite to the spoil bank within easy reach of the installing crew.
- C. Where it is necessary to move the pipe longitudinally along the trench, it shall be done in such a manner as not to injure the pipe. Pipe shall not be rolled or dragged on the ground. Where pipe is placed on stockpiles, it shall be neatly piled and blocked with strips between tiers.

3.2 INSTALLATION OF PIPELINES AND FITTINGS

- A. Trenching and Backfill
 - 1. Except as otherwise noted on the plans or specified herein, all excavation and backfilling for piping shall be as specified in Section 02223, "Trenching, Backfilling, and Compacting".
 - 2. Pipelines located in or under fill areas shall not be placed until the fill has been constructed and compacted to an elevation at least one (1) foot above the elevation of the top of the pipe.
 - 3. All backfill other than where concrete encasement is required, for pipe lines installed under structures, slabs, footings, and paving shall be made with sand and fine gravel, thoroughly compacted in place to not less than 95% of maximum density.

B. Grades and Elevations

1. All piping and appurtenances shall be installed in the position and to accurate lines, elevations, and grades as shown on the plans or specified herein. Where possible, piping shall be sloped to permit complete drainage. All pipelines shall be rigidly supported and braced by approved hangers, brackets, or other devices. When temporary supports are used, they shall be sufficiently rigid to prevent any shifting or distortion of the piping or related work.
2. Furnish all fittings necessary for the satisfactory alignment and arrangement of piping and all necessary unions and cleanouts.
2. An invert grade rod shall be used in laying all lines below ground.

C. Pipe Joints

1. Pipe shall be cleaned of dirt and scale prior to installation and all joints swabbed clean before jointing. Ends of all pipe shall be closed or plugged at the end of each day's work or otherwise as necessary to prevent the entrance of foreign materials.
2. The Contractor shall perform all work of cutting pipe and special castings necessary to the assembly, erection and completion of the work. All pipe shall be cut and reamed to fit accurately with smooth edges.

3.3 INSTALLATION OF PRE-PACKAGE GRINDER PUMP SYSTEM

A. Installation Instructions

- a. Prepackage grinder pump system shall be installed per Manufactures Installation instructions.
 - i. Prepackage system shall be installed on compacted 6" Class 2 AB Pad and backfilled per Manufactures Recommendations and Structure Backfill Specifications.
- b. Electrical Controls
 - i. Contractor to install and test the system.

3.4 CLEANING AND FLUSHING

- A. All pipelines shall be cleaned of all soil, dirt, rocks, and other debris and objectionable material.
- B. Pipelines 24-inches in diameter and smaller shall be cleaned first by pulling a tightly fitting cleaning ball or swab through the pipe. Pipelines larger than 24-inches in diameter may be cleaned manually or with a cleaning ball or swab.
- C. After initial cleaning, flush the interior of all piping. Upon completion of flushing, completely drain systems at all low points; remove, clean, and replace all strainer baskets and refill systems.

Piping to meet requirements of local utility companies, plumbing codes and local code requirements.

END OF SECTION

SECTION 02550
Plastic Pipe

PART 1 GENERAL

1.1 SCOPE

It is the intent of these Contract documents and the responsibility of the Contractor to furnish, provide, perform, and install all plastic pipe (whether shown or not shown) needed for a complete project and building installation, at no additional cost to Owner.

1.2 DESCRIPTION

The work of this section consists of furnishing and installing polyvinyl chloride pipe, and fittings.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01300: Submittals
- B. Section 02223: Trenching, Backfilling, and Compacting
- C. Section 02550: Onsite Utility Piping Provisions

1.4 QUALITY ASSURANCE REFERENCES

This section contains references to some or all of the following documents, most recent edition. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
ASTM D1248	Polyethylene Plastics Molding and Extrusion Materials.
ASTM D1784	Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D1785	Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2241	Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR series)
ASTM D2464	Threaded Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2466	Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D2467	Socket-Type Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2564	Solvent Cements for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings
ASTM D3034	Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings
ASTM D4101	Propylene Plastic Injection and Extrusion Materials
ASTM F402	Practice for Safe Handling of Solvent Cements and Primers Used for Joining Thermoplastic Pipe and Fittings

PART 3 EXECUTION

3.1 INSTALLATION OF PIPE AND FITTINGS

- A. General: In accordance with manufacturer's recommendations and ASTM D2321, whichever is more stringent.
- B. Pipe and fittings shall be of the sizes indicated. Clean pipe interior of all foreign matter before installing. Pipe shall be square cut with fine tooth saw or other cutter or knife designed for use with plastic pipe. Remove burrs by smoothing edges with a knife, file, or sandpaper. Replace any section of pipe found to be defective or damaged with new acceptable pipe. Handle pipe carefully to prevent gouging or scratching. Any length of pipe having a gouge, scratch, or other permanent indentation more than 10 percent of the wall thickness in depth shall be rejected.

3.2 INSTALLATION OF SOLVENT WELD JOINT TYPE PIPE

In accordance with the recommendations of the pipe manufacturer and the following supplementary requirements:

- A. Do not solvent weld joints if it is raining, if atmospheric temperature is below 40 degrees F or above 90 degrees F, if the pipe is exposed to direct sunlight.
- B. Test fit dry pipe and fittings before applying cement. Pipe should enter socket without forcing at least one-third but not more than two-thirds the depth of socket. Fittings that are looser or tighter shall not be used. Thoroughly clean and dry the pipe end and socket of fitting with methyl ethyl ketone, acetone, or similar cleaner. Apply cement evenly to outside surface and end of pipe and inside surface of socket. Avoid excess application of cement but insure complete coverage of all bonding surfaces. Mark depth of socket on pipe to guide application of cement and insure full insertion of pipe. Insert pipe in socket, twisting pipe or fitting approximately ½ turn as pipe is being seated in socket. Make sure pipe is fully seated providing a bond between end of pipe and shoulder of socket. Immediately wipe excess cement from pipe leaving no more than a 1/8-inch fillet at fitting end. Hold assembled joint in place for approximately 15 seconds and allow to set for 30 minutes before moving. Avoid rough handling for 48 hours. Longer periods may be required in cold or wet weather.

3.4 TESTING

- A. Testing of all installed pipelines shall be in conformance with the latest version of the CCWD Design and Construction Standards and as directed by the CCWD Construction Manager.

END OF SECTION

**SECTION 02645
WATER SERVICE LINES AND APPURTENANCES**

1.0 GENERAL

1.1 Scope - This section governs materials and installation for new 1" Service line from existing meter box on George Reed to new building. 1" Meter to be installed within the existing meter box by CPUD.

1.2 Submittals – Provide shop drawings for all listed materials.

2.0 MATERIALS

2.1 Service Line Materials - Service line materials include service line pipe, service fittings, meter 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	
Meter Valve	Conforming to AWWA C800 for use with 1" F.I.P. and 5/8"x3/4" meter	Ford B13-342W Mueller B-24351
Service Tubing	Flexible polyethylene tubing AWWA C901, PE 4710/3408, CTS, SDR 9, ASTM D2737	JM Eagle Pure-Core (Blue Exterior)
Insert Stiffeners	For connecting 1" CTS P.E. tubing to meter stop.	Ford Insert 52 Mueller 528705
Meter Box	Existing Meter Box	

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 the 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 should be

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 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.

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

END OF SECTION

SECTION 03300
Concrete and Reinforcing Steel

PART 1 -GENERAL

1.1 DESCRIPTION

This section describes the submittal, material, installation, and testing requirements for furnishing and placing formwork, reinforcement, and concrete. It also describes finishing and curing requirements, placement tolerances, and testing and repair procedures.

Except as otherwise provided herein, the design and erection shall be in accordance with the applicable provisions of the latest ACI 318 and the concrete "Manual of Concrete Practice".

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02200 - Earthwork
- B. Section 02225 - Structure Excavation & Backfill

1.4 SUBMITTALS

A. Concrete

1. **Minimum concrete compressive strength shall be 4,000 psi at 28 days, minimum of 6 Sack Mix. Building Slab shall contain Fiber Reinforcement added to the concrete mixture in the amount of 8 lbs/cubic yard.**
2. Prepare and submit proposed mix designs along with test results from within the last year signed by a laboratory currently certified by CCRL and actively participating in their sample proficiency program verifying that the components and final products meet the requirements of ACI MCP and these specifications. Mix designs shall include fine, coarse, and combined aggregate gradations.
4. Provide certificates that the cement used complies with ASTM C150 and these specifications.
5. Provide certificates that the cement used complies with ASTM C150 and these specifications.
6. Provide delivery tickets for ready-mix concrete or weighmaster certificates per ASTM C94, including cement weights, aggregate size, the amount of water added at the plant and record of pours. Record the amount of water added on the job on the delivery ticket. Water added at the plant shall account for moisture in both the coarse and fine aggregates.

B. Reinforcing Steel Shop Drawings

1. Before starting concrete work, submit drawings complying with requirements of ACI MCP (latest edition), detailed in accordance with ACI SP66, and adapted to the proposed placement schedule, showing size, dimension, bending, placing, and construction joint details. Submit drawing showing locations of all construction joints. Submit type, size, and location of all slab and bar supports. Submit all reinforcement for a particular structure as a single complete submittal package. Shop fabrication shall not begin until corrected drawings bearing the CCWD Construction Manager's review stamp.
 2. The Contractor shall be wholly and completely responsible for the accuracy of the lists and for furnishing and placing reinforcing steel in accordance with the details shown on the plans and as specified
- C. Aggregate Base Under Slabs:
1. Submit gradation per Caltrans Standard Specification.

PART 2 MATERIALS

2.1 CONCRETE

- A. General: Materials shall conform to Standard Specifications, this specification and as approved by the CCWD Construction Manager.
- B. Portland Cement: Use domestic portland cement that conforms to Standard Specifications "Type II Modified". Use only one brand of cement in any individual structure. Do not use cement that is damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Do not use salvaged or reclaimed concrete.
- C. Water: Water for washing aggregates and for mixing and curing concrete shall be clean, free from oil, acid, alkalies, vegetable matter, or other deleterious substances. No salt or sea water or water containing excessive amount of sodium sulphate, magnesium sulphate or magnesium chloride shall be used.
- D. Coarse Aggregate: The coarse aggregate shall consist of clean, hard, dense, tough and durable natural gravel, crushed gravel, or crushed rock, conforming to Standard Specifications. It shall be free from oil, organic matter or other deleterious substances.
- E. Fine Aggregate: Fine aggregate shall consist of hard, durable, uncoated natural sand or other approved material, conforming to Standard Specifications. It shall be free from oil or other deleterious substances.
- F. Fly Ash: Fly ash shall conform to ASTM C618, Class F or N, except that the loss on ignition shall be limited to 1%.
- G. Fiber Reinforcement – WR Grace Strux 90/40 Fiber or equal.

H. Admixtures

1. A water reducing agent such as Pozzolith, WRDA, or equal shall be used in all concrete. The admixture shall conform to ASTM C494. Proportioning and mixing shall be as recommended by the manufacturer.
2. Admixtures causing accelerated setting of cement in concrete shall not be used.

Air entraining admixtures with demonstrated compatibility with the concrete mix shall be used as required as a moderate addition to the water reducing agent to obtain the specified percent air in the resultant concrete. The Contractor shall submit data verifying that the admixtures are compatible with the mix. Air-entraining admixture shall conform to ASTM C260.

I. Moisture Barrier

1. 6-Mil moisture barrier with joints lapped not less

2.2 REINFORCING

- A. Reinforcing Steel Bars: Deformed Bars shall be in accordance with ASTM A615, including Supplementary Requirement S1, Grade 60, and free from rust, scale, oil, or frost. No. 3 bars may be Grade 40.
- B. Reinforcement supported from formwork shall rest on Class 1 (plastic protected) bar supports, as specified in "Manual of Standard Practice" by the Concrete Reinforcing Steel Institute (CRSI), Chapter 3.
- C. Reinforcement supported from the ground shall rest on 3-inch high precast concrete blocks not less than 4 inches square, and having a compressive strength equal to the specified compressive strength of the concrete being placed. The precast blocks shall have been cured as specified for concrete and shall contain soft steel wires embedded therein for fastening to the reinforcing.
- D. Details of concrete reinforcement not shown on drawings shall be in accordance with CRSI Manual of Standard Practice.
- E. Fiber Reinforcement – WR Grace Strux 90/40 Fiber or equal.

2.3 PATCHING GROUT (Dry Pack)

Patching grout shall consist of neat Portland cement, water, and sand passing a No. 8 sieve. The ratio of cement to sand shall be one part Portland cement to two parts sand. Add sufficient water to form a damp formable consistency.

2.4 NONSHRINK GROUT

Nonshrink grout shall conform to the Corps of Engineers Specification for Nonshrink Grout, CRD-C588, and to these specifications. Use a nongas-liberating type, cement base, premixed product requiring only the addition of water for the required consistency. Grout shall be Masterflow 713, as manufactured by Master Builders Company, Cleveland, OH, Upcon by Upco Co., Cleveland, OH, or equal.

2.5 JOINT SEALANT

- A. Rezi-Weld Flex by W.R. Meadows or Approved Equal. Joint filler for saw cut and construction joints

2.6 FLOOR HARDENER

- A. Liqui-Hard by W.R. Meadows or Approved Equal. Applied minimum of 7 days and maximum of 28 days after Curing Materials.

2.7 CURING MATERIALS

- A. Spray Applied Membrane Forming Liquids: W.R. Meadows Medi
- B. Burlap Mats: Burlap mats shall conform to AASHTO M182.

2.8 BONDING AGENT

- A. Concrete 1001-LPL, manufactured by Adhesive Engineering Company, San Carlos, CA, No. 705 Bonding Adhesive, Upco Co., Cleveland, OH, or equal.

PART 3 EXECUTION

3.1 CONCRETE MIX COMPOSITION

- A. Concrete Composition: Concrete shall consist of Portland cement, fine aggregate, coarse aggregate, an air entraining agent, and water which shall conform to the requirements of Section 90 of the Standard Specifications, and as modified herein.
- B. Submittal of Proposed Mix Design
 1. The proposed mix design, with samples of fine and coarse aggregate and any admixtures to be used in concrete, shall be submitted along with the concrete mix design submittal in accordance with Section 01300.
 2. The grading or proportioning of the fine and coarse aggregates in the mix shall be changed whenever necessary or desirable, in the opinion of the CCWD Construction Manager, to secure the required economy, workability, density, impermeability or strength, and no additional compensation because of such changes shall be allowed.

- C. Concrete Mix: Concrete shall have a minimum compressive strength of 4,000-psi @ 28-days. Mix shall contain not less than 6 sacks Portland cement and have a 2 to 4-inch slump, 3% air and 0.45 water/cement ratio.
- D. Aggregate Sizing
 - 1. Grading and quality requirements shall be as set forth in Section 90 of the Caltrans Standard Specifications.
 - 2. Use 1-inch x No.4 size coarse aggregate

3.2 MEASURING MATERIALS

Materials shall be measured by weighing except as otherwise specified or where other methods are specifically authorized by the CCWD Construction Manager. Scales shall be approved by the CCWD Construction Manager and have been certified by the local Sealer of Weights and Measures within one year of use. Each size of aggregate and the cement shall be weighed separately. The accuracy of all weighing devices shall be such that successive quantities can be measured to within one percent of the desired amount. Cement in standard packages (sacks) need not be weighed, but bulk cement and fractional packages shall be weighed.

3.3 CONCRETE MIXING & DELIVERY

- A. All concrete shall be machine mixed at the site, or delivered to the site by transit mixers under conditions approved by the CCWD Construction Manager.
- B. No concrete shall be placed in the work after it has started to set. No concrete can be placed more than one hour after it has been mixed.
- C. If transit mix is used, the rate of delivery, haul time, mixing time and hopper capacity shall be such that all mixed concrete delivered shall be placed in the forms within one hour from the time of introduction of cement and water to the mixer. All concrete shall be kept continuously agitated until discharged in the hopper at the job site.
- D. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C94 and Chapter 7 of ACI 301. Plant equipment and facilities shall conform to the "Check List for Certification of Ready Mixed Concrete Production Facilities" of the National Ready Mixed Concrete Association.

3.4 CONCRETE HANDLING AND PLACEMENT

- A. Excavations and Formwork
 - 1. Excavations shall be kept free from water while concrete is being placed, cured and finished therein. Fresh concrete shall be protected at all times from running water.
 - 2. The order of placing concrete in all parts of the work shall be acceptable to the CCWD Construction Manager. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown. The placing of units shall be done by placing alternate units in a manner such that

each unit placed shall have cured at least 5 days for hydraulic structures and 2 days for all other structures before the contiguous unit or units are placed, except that the corner sections of vertical walls shall not be placed until the 2 adjacent wall panels have cured at least 10 days for hydraulic structures and 4 days for all other structures.

3. Before placing concrete, all form work shall be cleaned of dirt and construction debris, water-drained, reinforcement securely and properly fastened in its correct position, forms at construction joints re-tightened, all ducts, sleeves, hangers, pipes, conduits, bolts, wires, etc., installed. No concrete shall be placed before the forms and all work that is to be embedded have been set and observed by the CCWD Construction Manager.

B. Concrete Placement

1. The working schedule and schedule of placement shall be as shown on the plans and worked out in conjunction with the CCWD Construction Manager. The schedule shall be worked out prior to commencement of work, and shall be rigidly adhered to.
2. Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent the separation or loss of the materials. The concrete shall be deposited in the forms as nearly as practicable in its final position to avoid rehandling. Use of vibrators for extensive shifting of the mass of fresh concrete will not be permitted.
3. Concrete shall be placed and consolidated by methods that will not cause segregation of the aggregates and will result in a dense homogeneous concrete which is free of voids and rock pockets. All concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened concrete with additional water will not be permitted.
4. Surfaces on which concrete is to be placed shall be dampened with water immediately before placing concrete, except where there is a moisture retarder at slabs on grade.
5. Concrete shall not be deposited on frozen or ice-coated ground nor on ice-coated forms, reinforcing steel, embedded items or construction joints.
6. Where pavement or surfacing is to be placed around or adjacent to manholes or drainage inlets which will be located within traffic lanes, such structures shall not be constructed to final grade until after the pavement or surfacing has been placed around these locations.
7. Where a schedule for placing concrete is shown on the plans no deviation will be permitted there from unless approved in writing by the CCWD Construction Manager.
8. Mixed concrete, after being deposited, shall be consolidated until all voids are filled and free mortar appears on the surface. The concrete shall be placed as nearly as possible in its final position and the use of vibrators for extensive shifting of the mass of fresh concrete will not be permitted.
9. Except for concrete used in cast-in-place piles, fresh concrete shall not be permitted to fall from a height greater than 4 feet without the use of adjustable length pipes, tubes or double belting placed to prevent segregation of the concrete. Double belting shall not be used unless the thickness of the member is less than 16 inches.
10. In vertical sections, concrete shall be deposited continuously in horizontal layers of 24 inches maximum depth so as to maintain a horizontal plastic surface until the completion of the unit. No concrete shall be deposited on concrete which has

hardened sufficiently to cause the formation of seams and planes of weakness within the section.

11. Concrete for horizontal members or sections shall not be placed until the concrete in the supporting vertical members or sections is no longer plastic and has been in place at least two hours.
12. In all slabs, concrete shall be deposited in a continuous or monolithic operation to the full thickness of the slab. Each batch shall be dumped against previously placed concrete and not away from it, and shall not be dumped in separate piles and then worked together.
13. The concrete in each integral part of the structure shall be placed continuously, and work will not be allowed to commence on any such part unless sufficiently inspected and approved material for the concrete is on hand, and forces and equipment are sufficient to complete the part without interruption in the placing of the concrete.

C. Concrete Vibrating

1. Consolidate concrete by means of high frequency internal vibrators within 15 minutes after it is deposited in the forms. The vibrators shall not be attached to or held against the forms or the reinforcing steel. The vibrating shall be done with care and in such manner that displacement of reinforcement, ducts, and embedded items is avoided.
2. All concrete shall be consolidated by vibration so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness.
3. Internal vibrators used shall be the largest size and the most powerful that can be properly used in the work, as described in Table 5.1.4 of ACI 309. They shall be operated by competent workmen. Use of vibrators to transport concrete within forms shall not be allowed. The vibrator shall be inserted vertically at uniform spacing over the entire area of the placement. The distance between insertions shall generally be about 1½ times the radius of action, or such that the area visibly affected by the vibrator overlaps the adjacent just-vibrated area by a few inches. In slabs, the vibrator shall be sloped toward the horizontal as necessary to operate in a fully embedded position.
4. The vibrator shall penetrate rapidly to the bottom of the layer, and at least 6 inches into the preceding layer if there is such. At each insertion, the vibrator shall be held stationary for a time sufficient to consolidate the concrete but not cause segregation, generally from 5 to 15 seconds. The vibrator shall then be withdrawn slowly, at the rate of approximately 3 inches per second.
5. A spare vibrator in good working condition shall be kept on the job site during all concrete placing operations. Where the concrete is to have an as-cast finish, a full surface of mortar shall be brought against the form by the vibration process, supplemented if necessary by spading to work the coarse aggregate back from the formed surface.
6. The use of external vibrators for consolidating concrete will be permitted when the concrete is inaccessible for adequate consolidation provided the forms are constructed sufficiently rigid to resist displacement or damage from external vibration.

D. Cold Weather Requirements

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1. Provide adequate equipment for heating concrete materials and protecting concrete during freezing or near-freezing weather in accordance with ACI 306 and the following paragraphs.
2. When the temperature of the surrounding atmosphere is 40 degrees F or is likely to fall below this temperature, use heated mixing water not to exceed 140 degrees F. Do not allow the heated water to come in contact with the cement before the cement is added to the batch.
3. When placed in the forms during cold weather, maintain concrete temperature at not less than 55 degrees F for the first five days after placing, and above 35 degrees F for the remainder of the curing period. Provide thermometers to indicate the ambient temperature and the temperature 2 inches inside the concrete surface.
4. There will be no additional reimbursement made to the Contractor for costs incurred for placing concrete during cold weather.

E. Hot Weather Requirements

1. During hot weather, give proper attention to ingredients, production methods, handling, placing, protection, and curing to prevent excessive concrete temperatures or water evaporation in accordance with ACI 305 and the following paragraphs.
2. When the weather is such that the temperature of the concrete as placed would exceed 90 degrees F, use ice or other means of cooling the concrete during mixing and transportation so that the temperature of the concrete as placed will not exceed 90 degrees F.
3. Take precautions when placing concrete during hot, dry weather to eliminate early setting of concrete. This includes protection of reinforcing from direct sunlight to prevent heating of reinforcing, placing concrete during cooler hours of the day, and the proper and timely application of specified curing methods.
4. There will be no additional reimbursement to the Contractor for costs incurred for placing concrete in hot weather.

3.5 BONDING TO EXISTING CONCRETE

Existing concrete is concrete placed prior to this contract or concrete placed during this contract which has cured at least 28 days. Coat the contact surface with an approved epoxy bonding compound. The method of preparation and application of the bonding compound shall conform to the manufacturer's printed instructions and recommendations for specific application of the product.

3.6 FORMWORK

- A. Arrange formwork construction to allow for proper sequencing and removal without damage. Use orderly and symmetrical panel arrangement with minimum number of joints. Before proceeding, secure approval of formwork and procedures.
- B. Lumber, prefabricated wood panels, metal, or plastic-lined panels shall be sound and free from any defects that will mar or detract from the surface of the finished concrete. Construct forms sufficiently tight to prevent loss of mortar. Design forms to withstand vibrator action. Treat forms with a nonstaining material to eliminate absorption of water and to act as a form release agent.

- C. Thoroughly remove all dirt, mortar, and foreign matter before each use. Where the bottom of the form is inaccessible from within, provide access panels to permit thorough removal of extraneous material before placing concrete.
- D. Kerf wood forms inserted for architectural treatment to accommodate swelling without pressure on the concrete.
- E. Chamfer all exposed horizontal and vertical edges or other corners $\frac{3}{4}$ -inch, both interior and exterior of structures.
- F. Earth trench forms for walls and footings below existing and final grades may be used, if approved after inspection of the trenches, provided the sides are clean, even, vertical, true, and provided the bottoms are level, clean, and without fill, and the width is increased two (2) inches.
- G. Where tolerances are not shown elsewhere, permissible deviations from established lines, grades, and dimensions are listed below:
 - 1. Variation from the Plumb
 - a. In the lines and surfaces of columns, piers, walls and in any other vertical members: in 10 feet, $\frac{1}{4}$ -inch; in any story or 20 feet maximum, $\frac{3}{8}$ -inch; in 40 feet or more, $\frac{3}{4}$ -inch.
 - b. For exposed corners and other conspicuous lines: in any bay or 20 feet maximum, $\frac{1}{4}$ -inch; in 40 feet or more, $\frac{1}{2}$ -inch.
 - 2. Variation from the Level or from the Grades Shown
 - a. In floors, ceilings, and beam soffits: in 10 feet, $\frac{1}{4}$ -inch; in any bay or 20 feet maximum, $\frac{3}{8}$ -inch; in 40 feet or more, $\frac{3}{4}$ -inch; in floors to receive tile, maximum of $\frac{1}{8}$ " in 10 feet.
 - b. For exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines: in any bay or 20 feet maximum, $\frac{1}{4}$ -inch; in 40 feet or more, $\frac{1}{2}$ -inch.
 - 3. Variation of the linear building lines from established position in plan and related position of columns, walls and partitions: In any bay or 20 feet maximum, $\frac{1}{2}$ -inch; in 40 feet or more, 1 inch.
 - 4. Variation in tank, channel or structural lines in 10 feet, $\frac{1}{4}$ -inch; in 20 feet, $\frac{3}{8}$ inch; in 40 feet or more, $\frac{1}{2}$ -inch.
 - 5. Variation in the sizes and locations of sleeves, floor openings and wall openings: $\frac{1}{4}$ -inch.
 - 6. Variation in cross-sectional dimensions of columns, beams and piers, and in the thickness of slabs and walls: minus, $\frac{1}{4}$ -inch; plus, $\frac{3}{8}$ -inch.
 - 7. Footings
 - a. Variation in Dimensions in Plan: Minus, $\frac{1}{2}$ -inch; plus, 2-inch.
 - b. Misplacement or Eccentricity: 2 percent of the footing width in the direction of misplacement but not more than 2 inches.
 - c. Misplacement or Eccentricity of Footings Supporting Masonry Or Concrete: $\frac{1}{2}$ -inch.
 - d. Reduction in Thickness: Minus 5 percent of specified thickness.
 - 8. Variation in Steps
 - a. In a Flight of Stairs: rise, $\frac{1}{8}$ -inch; tread, $\frac{1}{4}$ -inch.
 - b. In Consecutive Steps: rise, $\frac{1}{16}$ -inch; tread, $\frac{1}{8}$ -inch.
 - 9. Variation from established lines and grades in sidewalks, plazas, outdoor concrete slabs, curb and gutter sections: in 10 feet, $\frac{1}{4}$ -inch; in 1 foot, $\frac{1}{8}$ -inch.
- H. Where tolerances are not met, the Owner's Representative may require removal and replacement at no cost to the Owner.

3.7 REINFORCEMENT

- A. Design: The reinforcement design shown on drawings provides maximum spacing and minimum size of reinforcement.
- B. Bending: In accordance with CRSI Manual of Standard Practice, Chapter 7.
- D. Placement: Place reinforcement accurately as shown. Adequately secure metal reinforcement in position by concrete or metal chairs and spacers, in accordance with CRSI Manual of Standard Practice, Chapter 8. Distance between the steel and the surface, as shown; otherwise, in accordance with Chapter 8. In walls, use bolsters between form and reinforcement to prevent lateral displacement of reinforcement and to insure proper concrete cover.
- F. Inspection: After reinforcement has been placed, it shall be inspected and approved before placing concrete.

3.8 JOINTS AND EMBEDDED ITEMS

- A. Construction Joint
 - 1. Obtain approval for joints and locate them where they least impair the strength of the structure. Unless otherwise shown on the drawings, joints in walls and columns shall be at the underside of floors, slabs or beams, and at the top of footings or floor slabs.
 - 3. Forms and reinforcing shall be cleaned of drippings, debris, etc., by means of compressed air. Surfaces of the hardened concrete shall be cleaned to the satisfaction of the CCWD Construction Manager and wet as required before placing of new concrete. Just before starting the new pour, all free water shall be removed and the horizontal surfaces shall be covered with at least a 4-inch thickness of concrete composed of cement and fine aggregate, omitting the coarse aggregate.
- B. Saw Cut Joints
 - 1. For crack control provide $\frac{3}{4}$ " deep saw cut at 10'-0" maximum spacing, both directions. Sawcut shall provide chamfer on surface to prevent spalling in future. Provide Engineer with Saw Cut Joint layout prior to concrete placement.
- C. Other Embedded Items
 - 1. Prior to concreting, place all required sleeves, inserts, anchor bolts and embedded items.
 - 2. Give all trades whose work is related to the concrete ample notice and opportunity to introduce embedded items before concrete is placed.

3.9 FORM REMOVAL

Carefully remove forms to insure the complete safety of the structure. Where the structure is

supported by shoring, the beam sides, columns, or other vertical forms may be removed after 24 hours of concrete placement, provided the concrete will not be injured.

3.10 CONSTRUCTION LOADS ON STRUCTURAL SLABS

No construction materials and equipment shall be allowed on structural slabs until the concrete has reached the 28-day compressive strength. Any request to place materials on slab prior to reaching 28-day compressive strength must be approved by CCWD Construction Manager.

3.11 REPAIRING AND PATCHING

- A. Clean, thoroughly dampen and patch all tie holes and all repairable defects immediately after form removal.
- B. All honeycombed and other defective concrete shall be removed to sound concrete with edges perpendicular to the surface. Surface imperfections greater than 3/8 inch in any dimension shall be removed and the affected areas neatly patched. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Mix patching grout to the consistency of thick cream and brush it well into the surface.
- C. Make the patching mortar of the same material and approximately the same proportions as used for the concrete, omitting the coarse aggregate. The resultant mortar shall consist of not more than 1 part cement to 2½ parts sand by damp loose volume.
- D. Do not use more mixing water than necessary for handling and placing. Mix the patching mortar in advance and allow to stand with frequent manipulation with a trowel, without adding water, until it has reached the stiffest consistency that will permit placing.
- E. After surface water has evaporated from the area to be patched, brush the patching grout well into the surface. When the patching grout begins to lose the water sheen, apply the premixed patching mortar. The mortar shall be thoroughly consolidated into place and struck off to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, leave the patch undisturbed for at least 1 hour before finishing it. Keep the patched area damp for 7 days. Do not use metal tools in finishing a patch in a formed wall which will be exposed.
- F. Tie Holes: Clean thoroughly by mechanical abrading, dampen, then fill solid with patching mortar. Mortar shall match color of concrete. Fill tie holes prior to finishing.

3.12 FINISHES FOR SURFACES

Concrete surfaces shall be finished in accordance with the interior finish schedule:

- A. Troweled Finish – Building Slab Floors, Site Concrete Work, and all other exposed concrete
- B. Coarse Broom Finish – Exterior Walkways, and Exterior Stoops

3.13 SLAB FINISHING

- A. Screeding: After concrete has been thoroughly consolidated, screed slabs to the desired

elevation and contours by means of accurately placed edge forms and intermediate screed strips.

- B. Floated Finish
 1. Place, consolidate, strike off, and level concrete, but do not work it further until ready for floating. Begin floating when water sheen has disappeared and when the surface has stiffened sufficiently.
 2. During or after the first floating, check planeness of surface with a 10-foot straightedge applied at not less than two different angles, and then cut down all high spots and fill all low spots to achieve a true plane within ¼-inch in 10 feet.
 3. Refloat slab immediately to a uniform sandy texture.
- C. Troweled Finish: Float finish slab as described above, then steel trowel by machine or by hand. Additional troweling shall be done by hand after the surface has hardened sufficiently. Final troweling shall produce a ringing sound from the trowel and the finished surface shall be free of trowel marks, uniform in texture, and appearance shall be planed to the tolerance specified under Floated Finish.

3.14 FLOOR HARDENER

- A. All building floors not scheduled for floor covering, Non-slip Floor Finish, or Broom finish shall receive hardener.
- B. Apply hardener after floors have cured, in accordance with the manufacturer's recommendations.
- C. Floors shall receive three applications of hardener, mixed and applied as specified for heavy duty floors as shown on contract drawings.

3.15 CURING AND PROTECTION

- A. General: Beginning immediately after placement, protect concrete from drying, excessively hot and cold temperatures and mechanical injury. Keep moisture loss to a minimum until cement has hydrated and concrete is hard. Keep concrete constantly moist during the curing period. Follow color admixture manufacturer's recommendations for integrally colored concrete.
- B. Curing
 1. Formed Surfaces: Keep forms wet. Cool metal forms exposed to the sun with water. If curing compound is used, apply in accordance with manufacturer's instructions. Curing compound shall not be used on any wall/slab scheduled to be coated.
 2. Duration of Curing: 7 days minimum.
- C. Protection
 1. In cold weather, maintain the moisture conditions but also, by heating or covering, maintain the temperature of the concrete between 50 degrees F and 70 degrees F for entire curing period.

2. In hot weather take immediate steps to protect newly finished concrete from drying effects of wind and sun, and maintain temperature of the air surrounding the concrete uniform within 5 degrees F in any one hour or 50 degrees F in any 24 hour period.
3. During curing period, protect concrete from mechanical damage, loading, shock and vibration.

3.16 NONSHRINK GROUT

Use nonshrink grout to fill sleeves and voids under equipment bases. Grout shall be mixed and used in accordance with manufacturer's recommendations. Exposed edges shall be smooth, straight and even.

3.17 ADHESIVE AND POWDER ANCHORS

Install in strict conformance to manufacturer's printed instructions. Do not cut or damage existing reinforcing bars. Where reinforcing bars are encountered, move anchor location or core hole as approved by the CCWD Construction Manager.

3.18 CONCRETE TESTING

Concrete testing maybe performed by the District in accordance with the following:

- A. One set of four concrete test cylinders shall be taken for every 50 cubic yards or fraction thereof of each concrete mix design placed each day. The CCWD Construction Manager has the option to direct the required test specimens to be taken as he deems necessary to ensure the concrete meets the specification.
- B. Specimens shall be taken, cured, and tested for compressive strength in accordance with ASTM C31, ASTM C39, and ASTM C172, respectively.

3.19 DAMAGED OR DEFECTIVE CONCRETE

- A. Remove damaged or defective concrete before completion and acceptance of the work and replace with acceptable concrete, at no additional cost to the Owner.
- B. Cracks in exposed building floor, outside control joints, are not acceptable. Cracked concrete shall be repaired to the satisfaction of the Engineer and in accordance with ACI and theses specifications. Multiple cracks or spider cracking will require replacement of the concrete slab.

END OF SECTION

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SECTION 15700
(Commercial) Building Insulation

PART 1 -GENERAL

1.1 SUMMARY:

It is the intent of these Contract documents and the responsibility of the Contractor to perform, and install all building insulation.

A. This Section includes the following work:

1. Installation of 4" WMP-VRR Blanket Insulation in Walls and Roof.

1.2 SUBMITTAL

- A. Evidence of installer qualifications.
 1. Provide information concerning installer experience which is similar in scope and scale to requirements of the Project, including location of work and persons to be contracted as references.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer. Insulation damaged during construction shall be replaced in kind with materials supplied by Manufacture.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Per Metal Building Manufacturer.

2.03 ATTACHMENT DEVICES AND RELATED ACCESSORIES

- A. Mechanical Fasteners: Type recommended by insulation manufacturer.
 1. Impaling Pins and Clips: Corrosion-resistant spindle anchor and self-locking washer type consisting of perforated metal plates with spindle welded to center and self-locking washers.
- B. Fasteners and/or Adhesive for insulation on Metal Building is per recommendations of Metal Building Manufacture and Insulation Manufacture
- C. Adhesive for Adhesive Attachment of Insulation: Comply with type, application method, and fire-performance requirements of insulation manufacturer and authority having jurisdiction.
- D. Insulation on Metal Building walls to be attached as recommended by Metal Building Manufacture and Insulation Manufacture.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine the areas and conditions where building insulation is to be installed and identify any conditions detrimental to the proper and timely completion of the work.
 - 1. Do not proceed with the work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.
- B. Clean all surfaces on which adhesives are used to install insulation so they are free of dirt, grime, grease, oil or other substances which would be detrimental to proper bond of adhesive.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions and recommendation applicable to products and application indicated.
- B. Coordinate and schedule work of this section with the work of other sections so as not to delay the Project.
- C. Install insulation in as large a component as practical and to cover entire areas, closely butted together at sides, ends, and against walls, and structural members.
- D. Extend insulation to the full thickness over the entire area to be insulated. Neatly cut and fit insulation tightly around obstructions, projections such as pipes, conduits, hangers and other elements, and fill voids with insulation. Remove debris in conflict with insulation installation.
- E. Do not install any insulation that becomes damaged during the course of installation or is no longer in a physical condition to function for the use intended and replace with new material.
- F. Exercise care to avoid damage and soiling of faces on insulation units which will remain exposed to view. Abut joints accurately with adjoining surfaces set flush.
- G. Install vapor-retarder faced units with vapor retarder to the side of construction indicated. Do not obstruct ventilation spaces. Seal all joints and ruptures in vapor retarders with joint tape to ensure vapor-tight installation prevent vapor migration.
- H. Where insulation is impaled on spindle-type insulation hangers, provide fasteners at openings for the particular application not less than 2 inches from corners or edges and not more than 12 inches on centers. Attach insulation in a manner to ensure stability and eliminate sagging.

- I. Apply a single layer of insulation to the required thickness, unless a double layer is required, to make up the total required thickness. Concealed layers of material must not have a vapor retarder facing.

3.6 INSTALLATION OF BATT AND BLANKET INSULATION

- A. Install insulation in accordance with ASTM C 1320 "Standard Practice for Installation of Mineral Fiber Batt and Blanket Thermal Insulation for Light Frame Construction."
- B. Install blankets in cavities formed by framing members as follows:
 - 1. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. For wood or metal-framed wall cavities where cavity heights exceed 96 inches, provide mechanical support to unfaced and faced blankets.
 - 4. Position the vapor retarder towards the "warm-in-winter" side, except as Indicated otherwise, and tape joints with 4 inch wide vapor retarder sealing tape applied over vapor retarder.

END OF SECTION

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SECTION 13125
Metal Building System

PART 1 -GENERAL

1.1 DISCRPTION

- A. The work of this section includes the assembly, and erection of pre- engineered metal buildings consisting of Maintenance and Warehouse, including complete appurtenant items, all in accordance with the requirements of the Contract Documents.

- B. The work hereunder shall include but not be limited to the completion of the following items of work:
 - 1. Building structural framing, roofing, siding, gutters and downspouts.
 - 2. Insulation, interior lining and weather-stripping.
 - 3. Equipment's, devices, casework and panels on walls, ceilings, and roofs indicated on the Construction Plans and Specifications.
 - 4. Contractor shall install all doors, door hardware, louvers, glazing, skylights and other miscellaneous items indicated on the Construction Plans and Specifications.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Section 03100: Concrete

1.3 Qualifications

- A. Erector shall have specialized experience in the erection of steel buildings systems for a period of at least 5 years. Specialized experience must include buildings of similar size and complexity manufactured by Cornerstone Building Products or Similar Pre-Engineered Metal Building Products.

- B. Welder Qualifications: AWS D1.1/D1.1M and/or AWS D1.3/D1.3M

1.4 Field Measurements

- A. Metal building contractor shall verify the field measurements are as indicated on the erection drawings

SECTION 3 -EXECUTION

3.1 PREPARATION

- A. Clean surfaces prior to installation.

- B. Prepare surfaces using methods recommended by manufacturer.

3.2 EXECUTION

- A. Verify that foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position and properly squared.

- B. Provide access to the work as scheduled for owner provided inspections and building department inspections. The Contractor is required to call in building department inspections and notify the owner of special inspections.
- C. Do not proceed until unsatisfactory conditions have been corrected.

3.3 ERECTION – FRAMING

- A. Install system in accordance with manufacturer's instructions and approved shop drawings and in accordance with MBMA Metal Building Systems Manual, Chapter IV Common Industry Practices and in accordance with manufacturer's instructions and details.
- B. Use templates for accurate setting of anchor rods. Check all previously placed anchorages.
- C. Fit members square against abutting components
- D. Position members plumb, square, and level. Maintain structural stability of frame during erection.
- E. The erector shall furnish temporary guys and bracing where needed for squaring, plumbing, and securing the structural framing against loads, such as wind loads acting on the exposed framing and seismic forces, as well as loads due to erection and erection operation, but not including loads resulting from the performance of work by others. Bracing furnished by the manufacturer for the metal building system cannot be assumed to be adequate during erection and are not to be used to pull frames into plumb condition.
- F. Do not splice load bearing members. Do not field cut or modify structural members without written approval of CCWD and Metal Building Manufacturer.
- G. Align and adjust various members forming parts of a complete frame or structure after assembly but before fastening.
- H. Welding to conform to AWS D1.1
- I. Install trim to maintain visual continuity of system.
- J. Install joint sealant and gaskets to prevent water penetration.
- K. After erection, erector to prime welds, abrasions, and surfaces not shop -primed or needing touch-up.

3.4 ERECTION – WALL AND ROOF SYSTEM

- A. Install all wall and roofing systems in accordance with manufacturer's instructions and details.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.

- C. Fasten cladding system to structural supports, using proper fasteners aligned level and plumb.

3.5 ADJUSTMENT

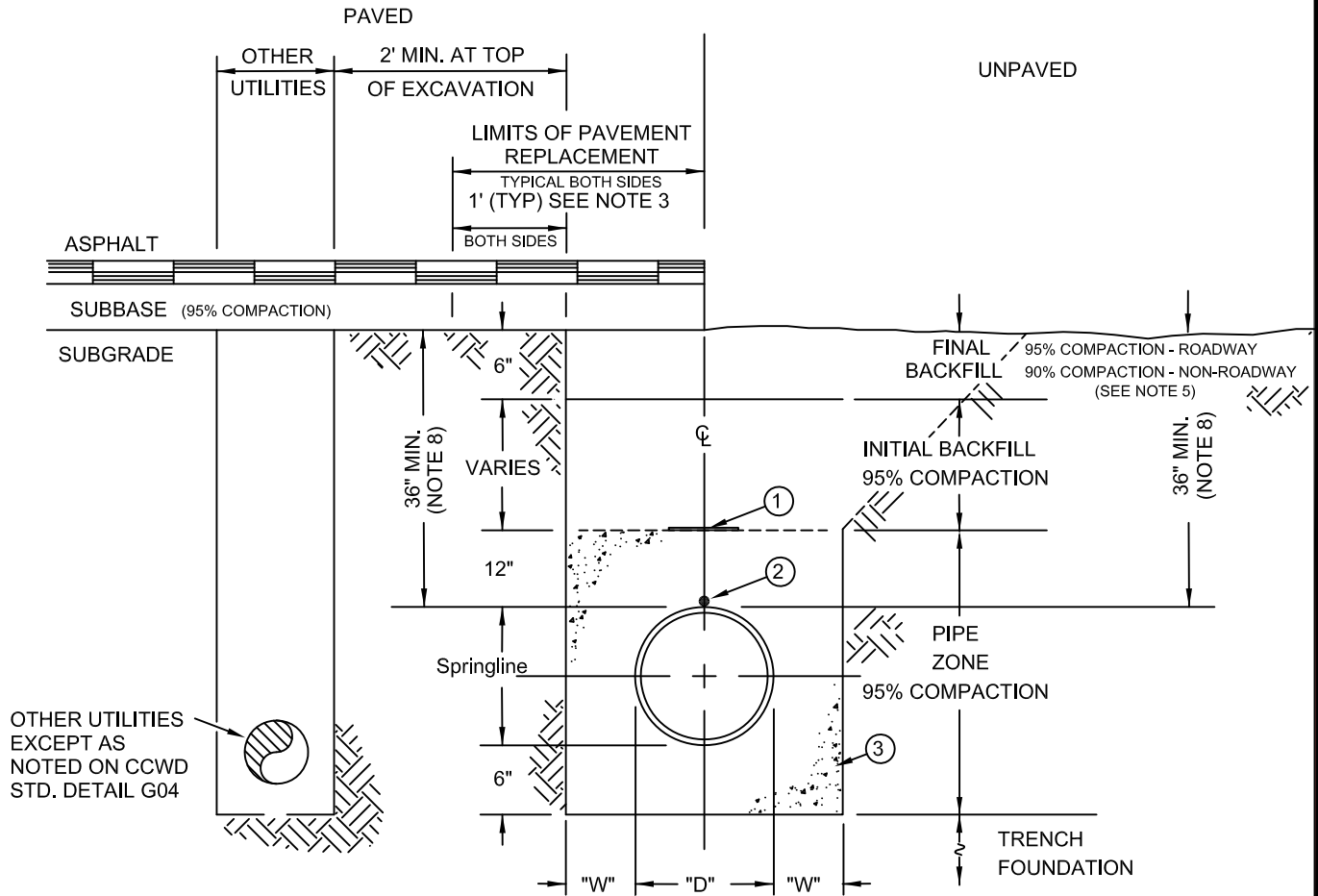
- A. Touch up, repair or replace damaged products before completion.

3.6 WARRANTY

- A. Contractor to provide one (1) year workmanship warranty, Contractor is required to fix defective work for a period of up to (1) one year from Project completion.

END OF SECTION

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NOTES:

1. FOR EXCAVATIONS THAT WORKERS ENTER/DECEND, PERMITS SHALL BE REQUIRED FOR ALL EXCAVATIONS OVER 5 FEET IN DEPTH AND ANY EXCAVATIONS LESS THAN 5 FEET IN DEPTH IN SOILS THAT HAZARDOUS GROUND MOVEMENT MAY OCCUR.
2. PIPE TO BE LAID WITH LABEL UP ON EACH JOINT.
3. ROAD REPAIR SHALL CONFORM TO ROAD AGENCY PERMIT CONDITIONS AND SPECIFICATIONS. WIDTH OF REPAIR PER COUNTY OR CALTRANS REQUIREMENTS
4. WHEN COUNTY PUBLIC WORKS OR CALTRANS ENCROACHMENT PERMIT CONDITIONS ARE MORE RESTRICTIVE, THEY WILL TAKE PRECEDENCE.
5. EXCEPT FOR TRENCHES CUT IN ROAD SUBGRADE SLOPES AND FILLS, TRENCH WALLS ARE TO BE VERTICAL AND REMAIN WITHIN DESIGNATED LIMITS. ROADWAY INCLUDING AREAS UNDER PAVING, AREAS WITHIN 5-FT OF EDGE OF PAVEMENT, AND ALL SLOPES AND FILLS WITHIN ROADBED'S STRUCTURAL SECTION/SUBGRADE SHALL BE BACKFILLED TO 95% RELATIVE COMPACTION.
6. TRACER WIRE TO BE INCLUDED ON ALL PIPELINES INCLUDING SERVICE LATERALS.
7. SEE DETAIL G05A FOR UNSTABLE CONDITIONS.
8. PRECEDENCE SHALL BE GIVEN TO DEPTH OF COVER SHOWN ON PLAN AND PROFILE SHEETS, AND NOT LESS THAN 36-INCHES MINIMUM COVER.

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

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

CALAVERAS COUNTY WATER DISTRICT

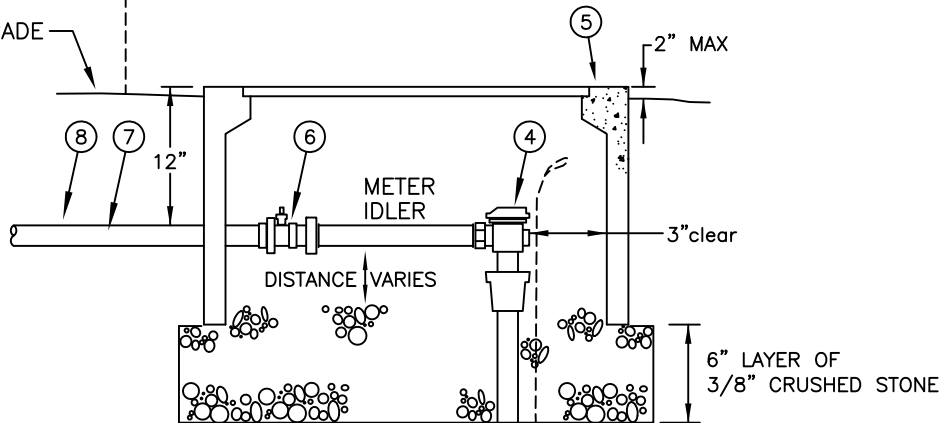
**GENERAL DETAILS
TRENCH SECTION**

DRAWN BY: CCWD STAFF	SCALE: NONE	CCWD STANDARD DRAWING NO. G05
APPROVED: CHARLES PALMER	DATE: AUG. 2018	

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SEE STD DWG W07C & W07D
FOR METER BOX PLACEMENT
AND CUT/FILL SLOPES

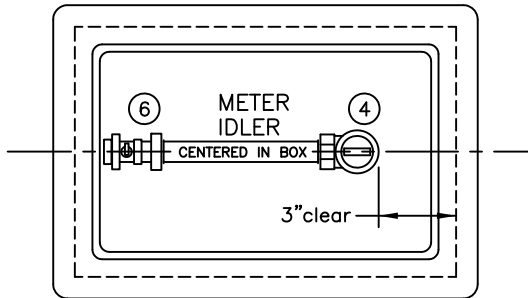
FINISHED GRADE



ELEVATION

R=24" min
or coil radius

WATER MAIN



PLAN

NOTES:

1. SERVICE SADDLE SHALL NOT BE INSTALLED WITHIN 18" OF VALVE, JOINT, OR FITTING.
2. METER BOXES INSTALLED BY CONTRACTOR PER CCWD STANDARD DETAILS W07C & W07D.
3. SET TOP OF METER BOX FLUSH WITH SIDE-WALK OR AS SHOWN.
4. ALL TAPS SHALL BE MADE WITH MACHINE GUIDE OR PILOT TAP.
5. WATER SERVICE SHALL EXTEND PERPENDICULAR TO THE CENTERLINE OF THE STREET FROM THE WATER MAIN TO THE METER STOP.
6. P.E. TUBING SHALL BE CONTINUOUS WITH STAINLESS STEEL INSERT STIFFENERS AT ENDS.
7. ALL FITTINGS TO BE NSF-61 APPROVED BRASS.
8. PROVIDE 5/8" X 3/4" METER IDLERS WHEN SETTING WATER VALVES; TRANSFER METERS WHEN PLACING IN SERVICE.
9. AFTER NEW WATER MAIN AND SERVICE LINES ARE TESTED AND DISINFECTED, EXTEND AND CONNECT/ TRANSFER CUSTOMER SERVICE.
10. TRENCH FOR 1" CTS TUBING TO BE MINIMUM 30" DEEP BEFORE METER.

ITEM #	DESCRIPTION*
①	SERVICE SADDLE
②	1" CORPORATION STOP
③	1" P.E. CONTINUOUS SERVICE TUBING, CTS
④	ANGLE BALL METER VALVE FOR 1" CTS TUBING AND 5/8" X 3/4" METER
⑤	METER BOX
⑥	STRAIGHT METER VALVE FOR 1" PVC PIPE AND 5/8" X 3/4" METER
⑦	1" SCH 40 PVC PIPE P.E. CTS Tubing
⑧	EXTEND/RECONNECT CUSTOMER SERVICE (NOTE 9)
⑨	TRACER WIRE

*SEE SECTION 15095 FOR MATERIAL SPECIFICATIONS

CALAVERAS COUNTY WATER DISTRICT

**WATER DETAILS
1" SERVICE WITH METER BOX**

DRAWN BY:
CCWD STAFF

SCALE:
NONE

CCWD STANDARD DRAWING NO.

APPROVED:
C. PALMER

DATE:
DEC. 2015

W07