

CITY OF SARATOGA SPRINGS

2025 WATER WISE LANDSCAPING PROJECT

MARCH 2025

PROJECT MANUAL



Project Engineer

**HANSEN, ALLEN, & LUCE, INC.
Consultants/Engineers
859 West South Jordan Parkway – Ste 200
South Jordan, Utah 84095
(801) 566-5599**

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ADVERTISEMENT FOR BIDS

CITY OF SARATOGA SPRINGS
2025 WATERWISE LANDSCAPING PROJECT

ADVERTISEMENT FOR BIDS

Bids

Sealed Bids for the construction of the **2025 Waterwise Landscaping Project** will be received by **Thursday, April 17, 2025 at 10:00 am.**

The City is transitioning bidding processes; Bids may be submitted through one of these methods:

1. Utah Procurement Place – Jaeggar/SciQuest :
 - a. [Utah Public Procurement Place](#)
2. Utah Procurement Place - Bonfire:
 - a. [U3P](#)
3. Email to the City
 - a. HParkin@saratogasprings-ut.gov

Bid Opening

Bids will be read openly one hour after the due time on Thursday, April 17, 2025. If you wish to be invited to a Zoom meeting in which the bids will be read you may email a request to mark.a@halengineers.com.

Project Description

The Project consists of **replacing existing turf grass with new waterwise local landscaping at two locations in the City, replacing existing sprinkler irrigation controllers with new WeatherTrak controllers at 24 sites, and providing new electric power services at three locations.**

Bids will be received for one or two separate contracts. Bids shall be on a lump sum and unit price basis.

Obtaining Bid Documents:

Bid documents may be obtained through the same process through these processes:

1. Utah Procurement Place – Jaeggar/SciQuest :
 - a. [Utah Public Procurement Place](#)
2. Utah Procurement Place - Bonfire:
 - a. [U3P](#)
3. Email the Engineer and request the documents:
 - a. Mark.a@halengineers.com

Bid Security

Bid security shall be furnished in accordance with the Instructions to Bidders.

Qualifications

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on **Thursday, March 27, 2025 at 10:00 AM**. The meeting location is the Saratoga Springs Public Works located at 213 N 900 E, Saratoga Springs, UT 84043. A site visit to both pond sites will follow the pre-bid conference. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference and a site visit to both pond sites.

Questions

Questions may be submitted through the web site. All questions shall be submitted through the Utah Procurement Place website by **Thursday, April 3, 2025 at 10:00 AM**.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Owner: **City of Saratoga Springs**

By: **Jeremy Lapin, PE**

Title: **Public Works Director**

Date: **March 14, 2025**

+ + END OF ADVERTISEMENT FOR BIDS + +

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

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

A. *Issuing Office* – the Utah Procurement Place Website.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five calendar days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Evidence of the successful completion of three similar concrete pond or tank projects in the last 15 years with project descriptions and references.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to 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.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

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

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

1. Owner has not provided any geotechnical information for either site.
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for

opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 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 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: concrete supplier.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Bids shall be submitted through the Utah Procurement Place website.
- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be downloaded from the website by City staff. A Zoom meeting will be held following the bid opening in which the bid results will be publicly read. To be invited to the Zoom meeting send a request to mark.a@halengineers.com.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

SECTION 00 41 00

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Saratoga Springs

1307 N. Commerce Dr. #200

Saratoga Springs, UT 84045

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

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

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

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s). OWNER may choose to partially award or not award either Schedule A or Schedule B. A single contract or two contracts may be awarded.

Schedule A – Grandview Landscaping & Irrigation

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A.1	Mobilization/Demobilization	LS	1	\$	\$
A.2	Remove Existing Turf Grass	SY	4,086	\$	\$
A.3	Remove and Plug Existing Sprinkler Heads	EA	950	\$	\$
A.4	Install Trees	EA	52	\$	\$
A.5	Install Decorative Boulders	EA	72	\$	\$
A.6	Install Rock Mulch	SY	4,086	\$	\$
A.7	Install Bubbler Irrigation	EA	52	\$	\$
Total of All Unit Price Bid Items					\$

Schedule B – Smart Controllers

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
B.1	Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System	EA	22	\$	\$
B.2	Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System	EA	2	\$	\$
Total of All Unit Price Bid Items					\$

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 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 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: **[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;
- G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

SECTION 00 43 13

BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Saratoga Springs Address (<i>principal place of business</i>): 213 N 900 E, Saratoga Springs, UT 84043	Bid Project (<i>name and location</i>): 2025 Waterwise Landscaping Project Bid Due Date: April 17, 2025
Bond Penal Sum: [Amount] Date of Bond: [Date]	
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</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>) (<i>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: _____
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.	

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.

SECTION 00 45 13

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:	_____
Type of License:	_____
License Number:	_____
Jurisdiction:	_____
Type of License:	_____
License Number:	_____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:	_____
Minority Business Enterprise:	_____
Woman Owned Enterprise:	_____
Small Business Enterprise:	_____
Hydropoint Certifications:	_____

Identify persons in your company who are trained and certified by Hydropoint to install and program WeatherTrak controllers:

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Previous Experience:

List on **Schedule A** all projects completed within the last three Years *which are similar to this project* (If Joint Venture list each participant's projects separately). **Three successfully completed projects, which are similar in size to this project, are required to be qualified to bid on this project.**

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
------	-------	---------------------------	-------

YEAR _____
YEAR _____
YEAR _____
YEAR _____

TOTAL NUMBER OF MAN-HOURS _____
TOTAL NUMBER OF MAN-HOURS _____
TOTAL NUMBER OF MAN-HOURS _____
TOTAL NUMBER OF MAN-HOURS _____

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
- 5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 13.
- 8. Additional items as pertinent.

SCHEDULE A

PREVIOUS EXPERIENCE (Include similar Projects Completed within last Three years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE A

PREVIOUS EXPERIENCE (Include ALL similar Projects Completed within last Three years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner: City of Saratoga Springs

Owner's Project No.:

Engineer: Hansen, Allen & Luce, Inc.

Engineer's Project No.: 360.59.300

Project: 2025 Waterwise Landscaping Project

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:

Replacing existing turf grass with new waterwise local landscaping at two locations in the City and replacing existing sprinkler irrigation controllers with new WeatherTrak controllers at 26 sites.

The Contract Price of the awarded Contract is \$[**Contract Price**]. 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.

One PDF 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 **one PDF copy** 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): [**Describe other conditions that require Successful Bidder's compliance**]

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

Within 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: **City of Saratoga Springs**

By (signature): _____

Name (printed): _____

8/2024
360.59.300

NOTICE OF AWARD
00 51 00-1

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between _____ (“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:

Replacing existing turf grass with new waterwise local landscaping at areas in the City and replacing existing sprinkler irrigation controllers with new WeatherTrak controllers at 24 sites.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 Waterwise Landscaping Project.**

ARTICLE 3—ENGINEER

- 3.01 The Owner will 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 Hansen, Allen & Luce Engineers.

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: Dates*

- A. The Work will be substantially complete on or before **September 1, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 1, 2025** after the Notice to Proceed.

4.04 *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 **\$250** 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 Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, 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.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of N/A percent per annum.

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. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: 2025 Water Wise Landscaping Project
 - 8. Addenda (numbers ____ to ____ inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. 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:

City of Saratoga Springs

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

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:

- END OF SECTION -

SECTION 00 55 00
NOTICE TO PROCEED

Owner: City of Saratoga Springs Owner's Project No.: _____
Engineer: Hansen, Allen & Luce, Inc. Engineer's Project No.: 360.59.300
Contractor: _____ Contractor's Project No.: _____
Project: 2024 Waterwise Landscaping Project
Contract Name: 2024 Waterwise Landscaping Project
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** 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: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

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

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

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Saratoga Springs
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

SECTION 00 61 00
PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Saratoga Springs Mailing address <i>(principal place of business)</i> : 213 N 900 E, Saratoga Springs, UT 84043	Contract Description <i>(name and location)</i> : 2024 Waterwise Landscaping Project Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
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.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</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) 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>	

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: **[Describe modification or enter “None”]**

SECTION 00 61 50
PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Saratoga Springs Mailing address <i>(principal place of business)</i> : 213 N 900 E Saratoga Springs, UT 84043	Contract Description <i>(name and location)</i> : 2024 Waterwise Landscaping Project Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
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.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <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: _____
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.	

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: **[Describe modification or enter "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 _____																																					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: center;">\$</td><td style="width: 20%; text-align: center;">-</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. _____ X \$ - Work Completed</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td> b. _____ X \$ - Stored Materials</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td></tr></table>		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)	\$	-
1. Original Contract Price	\$	-																																			
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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: _____																																				

SECTION 00 62 20
WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: City of Saratoga Springs Address <i>(principal place of business)</i> : 213 N 900 E Saratoga Springs, UT 84045	Construction Contract Description <i>(name and location)</i> : 2024 Waterwise Landscaping Project Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
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: _____
<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>	

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's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

SECTION 00 62 50

CERTIFICATION OF SUBSTANTIAL COMPLETION

Owner:	City of Saratoga Springs	Owner's Project No.:	
Engineer:	Hansen, Allen & Luce, Inc.	Engineer's Project No.:	360.59.300
Contractor:		Contractor's Project No.:	
Project:	2024 Waterwise Landscaping Project		
Contract Name:	2024 Waterwise Landscaping Project		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

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

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

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

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

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer: Hansen, Allen & Luce, Inc.

By *(signature)*: _____

Name and Title
(printed): _____

SECTION 00 63 41

CHANGE ORDER FORM

CHANGE ORDER NO.: [Number of Change Order]

Owner: City of Saratoga Springs Owner's Project No.:
Engineer: Hansen, Allen & Luce, Inc. Engineer's Project No.: 360.59.300
Contractor: Contractor's Project No.:
Project: 2024 Waterwise Landscaping Project
Contract Name: 2024 Waterwise Landscaping Project
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: _____

Contractor Agreement	Engineer Recommendation
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

SECTION 00 63 42
FIELD ORDER FORM

Field Order No. _____

Date of Issuance:	Effective Date:
Owner: City of Saratoga Springs	Owner's Contract No.:
Contractor:	Contractor's Project
Engineer: Hansen, Allen & Luce, Inc.	Engineer's Project 360.59.300
Project: 2024 Waterwise Landscaping Project	Contract Name: 2024 Waterwise Landscaping Project

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

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

Copy to: Owner

SECTION 00 72 00
GENERAL CONDITIONS
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SECTION 00 72 00
GENERAL CONDITIONS

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.

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS
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SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

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

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

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

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

- A. Owner shall furnish to Contractor one electronic portable document format (PDF) copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement).

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 40 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.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

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 A Amend Paragraph 4.05.A by removing the following words:

"Contract Price"

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.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.25 inch** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **25** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **95** degrees Fahrenheit.
 - iii) Abnormal temperatures or rainfall conditions which created muddy conditions preventing construction vehicles from functioning in a typical manner or leading to the creation of excessive mud on public roads.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded daily by **City inspector or engineer using mobile phones providing weather data for the location of the project site.**
 - 3) Contractor shall anticipate **two** Foreseeable Bad Weather Days each month on weekdays.
 - 4) In each month, every Bad Weather day exceeding the number of foreseeable bad weather days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

- F. The following table lists the 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 specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

- G. Contractor may request from the Engineer copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

None		

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 EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

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

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **10** percent of the final Contract Price. The warranty bond period will extend to a date **1** year 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.

6.03 Contractor's Insurance

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

- 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	Statutory
Each employee	Statutory
Policy limit	Statutory

- 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
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)	\$1,000,000

- K. *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 **\$3,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.

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

N. 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements*: The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke;

theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$500,000**
 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$500,000**.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

- a. City officers, officials, employees, and volunteers.
 - 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **\$250,000**.
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:
- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 - 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than **\$25,000** for direct physical loss in any one occurrence.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

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

- D. Owner 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 suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

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

9.13 *Owner's Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be **a City Inspector**. The authority and responsibilities of Owner’s Site Representative **shall be the same as is they were the Resident Project Representative**.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

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

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 suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

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

No suggested 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.D:

- F. Owner shall make payment within 30 days of receipt of Engineer's recommendation of payment of a progress payment.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested 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

No suggested Supplementary Conditions in this Article.

ARTICLE 19—**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version. Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable
DWG	Autodesk® AutoCAD .dwg format Version 2019 or more recent
DOC	Microsoft® Word .docx format Version Microsoft 365 or compatible
EXC	Microsoft® Excel .xls or .xml format Version Microsoft 365 or compatible

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 GENERAL

- A. The Work to be performed under this Project shall consist of furnishing all labor, materials, and equipment necessary or required to complete the work in all respects as shown on the Contract Drawings and as herein specified. All work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary to complete the construction of the Work in good faith shall be performed, furnished, and installed by CONTRACTOR as though originally so specified or shown, at no increase in cost to OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work comprises replacing existing turf grass with new waterwise local landscaping at two locations in the City, replacing existing sprinkler irrigation controllers with new WeatherTrak controllers at 26 sites, installing new electric power services at three sites, and installing a new 4-inch irrigation service with meter vault to Saratoga Shores Elementary School.
- B. The work is located at the following sites in the City of Saratoga Springs, Utah:
1. Grandview Blvd between Redwood Road and Mountain View Corridor.
 2. Three locations west of Mountain View Corridor between Talus Ridge Dr and 1200 North.
 3. 26 existing park and open spaces identified in the plans by site #, location name, and address.
 4. Saratoga Shores Elementary School, 1415 S Parkside Dr.

1.3 CONTRACT METHOD

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

1.4 CONTRACTOR USE OF PROJECT SITE

- A. CONTRACTOR's use of the Project Site shall be limited to its construction operations, including on-site storage of materials and on-site fabrication facilities.

1.5 PROJECT SECURITY

- A. CONTRACTOR shall make all necessary provisions to protect the Project and CONTRACTOR's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

1.6 CHANGES IN THE WORK

- A. It is mutually understood that it is inherent in public works construction that some changes in the plans and Specifications may be necessary during construction to adjust them to unforeseen field conditions, and that it is of the essence of the Contract to

recognize a normal and expected margin of change. ENGINEER shall have the right to make such changes, from time to time, in the plans, in the character of the Work, and in the scope of the Project as may be necessary or desirable to ensure the completion of the Work in the most satisfactory manner without invalidating the Contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION –

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 General

A.All work completed under this contract shall be in accordance with the Contract Drawings and Specifications and will be measured by ENGINEER/OWNER. The quantities appearing on the Bid Schedule are approximate only and are prepared for the comparison of bids. Payment to CONTRACTOR on bid items with unit prices other than "Lump Sum" will be made for actual quantities of work performed and accepted, or material furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished may be increased or decreased in accordance with the General Conditions.

B.The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure, portion of work, or unit is specified "Lump Sum" as the unit of measurement, the unit will include fittings, accessories, and all work necessary to complete the work as shown on the Drawings and as specified.

C.When the accepted quantities of work vary from the quantities in the Bid Schedule, CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the work done. OWNER reserves the right to add to or delete from quantities listed in the bid schedule in order to match the total bid with the budgeted money available.

1.2 BASE BID SCHEDULE

A.BID ITEM NO. A.1 - "MOBILIZATION"

1. **GENERAL** This bid item is provided to cover CONTRACTOR's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item within this schedule. This shall include, but is not limited to, work described or enumerated in Section 01 71 13 - Mobilization.
2. **METHOD OF MEASUREMENT** "Mobilization" shall not be measured, but shall be paid for on a lump sum basis for the completion of the work as required in Section 01 71 13 - Mobilization.
3. **BASIS OF PAYMENT** Payment for "Mobilization" will be made at the contract lump sum bid price. Payments will be made in accordance with the following schedule:
 - a. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
 - b. When 25% of the original contract amount is earned, an additional 25% for a total of 50% of the amount bid for mobilization will be paid.
 - c. When 50% of the original contract amount is earned, an additional 25% for a total of 75% of the amount bid for mobilization will be paid.

- d. When 75% of the original contract amount is earned, an additional 25% for a total of 100% of the amount bid for mobilization will be paid.

B. BID ITEM NO. A.2 - "Remove Turf Grass"

1. **METHOD OF MEASUREMENT** "Remove Turf Grass" shall be measured and paid for at the unit bid price for each square yard of existing turf grass the CONTRACTOR successfully removes.
2. **BASIS OF PAYMENT** "Remove Turf Grass" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment, materials and disposal of removed turf grass materials.

C. BID ITEM NO. A.3 - "Remove and Plug Existing Sprinkler Heads"

1. **METHOD OF MEASUREMENT** "Remove and Plug Existing Sprinkler Heads" shall be measured and paid for at the unit bid price for each sprinkler head removed and plugged as specified in the contract drawings.
2. **BASIS OF PAYMENT** "Remove and Plug Existing Sprinkler Heads" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment, materials and disposal of removed waste materials.

D. BID ITEM NO. A.4 - "Install Trees"

1. **METHOD OF MEASUREMENT** "Install Trees" shall be measured and paid for at the unit bid price for each tree the CONTRACTOR successfully plants as specified in the contract drawings.
2. **BASIS OF PAYMENT** "Install Tree" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials.

E. BID ITEM NO. A.5 - "Install Decorative Boulders"

1. **METHOD OF MEASUREMENT** "Install Decorative Boulders" shall be measured and paid for at the unit bid price for each decorative boulder the CONTRACTOR successfully installs as specified in the contract drawings.
2. **BASIS OF PAYMENT** "Install Decorative Boulders" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials.

F. BID ITEM NO. A.6 - "Install Rock Mulch"

1. **METHOD OF MEASUREMENT** "Install Rock Mulch" shall be measured and paid for at the unit bid price for each square yard which the CONTRACTOR successfully installs rock mulch and weed barrier as specified in the contract drawings.
2. **BASIS OF PAYMENT** "Install Rock Mulch" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials.

G. BID ITEM NO. A.7 - "Install Bubbler Irrigation"

1. **METHOD OF MEASUREMENT** "Install Bubbler Irrigation" shall be measured and paid for at the unit bid price for each new set of bubblers the CONTRACTOR successfully installs connecting to the existing irrigation system as specified in the contract drawings.
2. **BASIS OF PAYMENT** "Install Bubbler Irrigation" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials.

H. BID ITEM NO. B.1 - "Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System"

1. **METHOD OF MEASUREMENT** "Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System" shall be measured and paid for at the unit bid price for each site the CONTRACTOR successfully supplies a new LC+ controller, connects the controller to utility power, and connects the controller to existing irrigation valve control wiring, and provides programming of the controller.
2. **BASIS OF PAYMENT** "Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials installing, connecting new landscape controllers to utility power, connecting controllers to existing irrigation control wiring, and programming of the new landscape controllers at the locations specified in the contract drawings. OWNER may elect to award any quantity of this bid item or to not award this bid item.

I. BID ITEM NO. B.2 - " Supply, Install, Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System"

1. **METHOD OF MEASUREMENT** "Supply, Install, Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System" shall be measured and paid for at the unit bid price for each site the CONTRACTOR successfully supplies a new ET Pro3 controller, connects the controller to utility power, and connects the controller to existing irrigation valve control wiring, and provides programming of the controller.
2. **BASIS OF PAYMENT** "Supply, Install, Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System" shall be paid for at the unit bid price. Payment shall be considered full compensation for all labor, equipment and materials installing, connecting new landscape controllers to utility power, connecting controllers to existing irrigation control wiring, and programming of the new landscape controllers at the locations specified in the contract drawings. OWNER may elect to award any quantity of this bid item or to not award this bid item.
3. **PRODUCTS (Not Used)**

PART 2 EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, Submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After OWNER occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.
- D. OWNER and/or utility owners may be working within the project area while this contract is in progress. If so, CONTRACTOR shall schedule Work in conjunction with these other organizations to minimize mutual interference.
- E. All existing City waterlines and service connections shall remain active during the construction of this project. All connections to the existing waterlines, except those being hot-tapped, shall only be done upon successful completion of mainline installation and testing.
- F. Because the work is being completed outside of the irrigation season, water service to this area is not anticipated to be interrupted by this project. If interruptions are required the CONTRACTOR and OWNER will work out an arrangement.

1.2 FIELD ENGINEERING

- A. ENGINEER shall provide the following construction staking at no cost to CONTRACTOR.
 - 1. None required. Field measurements from scaled drawings will be adequate.
- B. Construction staking and surveying shall be performed by a registered Land Surveyor in the State of Utah.
- C. CONTRACTOR shall provide all other survey construction staking as necessary to complete the required work according to the Contract Documents.
- D. ENGINEER shall not be responsible for stakes, etc. removed through negligence of CONTRACTOR and in that event shall be compensated by CONTRACTOR for re-staking efforts.
- E. CONTRACTOR shall locate and protect survey control and reference points. Promptly notify ENGINEER of discrepancies discovered.
- F. Control datum for survey is that shown on Contract Drawings.

- G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- H. Promptly report to ENGINEER loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- I. CONTRACTOR shall be responsible to coordinate with all property owners to determine the location of existing sewer and water service laterals. CONTRACTOR shall be responsible to coordinate with all property owners during installation or relocation of existing service laterals.
- J. All service laterals shall be verified and indicated on the Record Drawings supplied by CONTRACTOR to ENGINEER.

1.3 PRECONSTRUCTION MEETING

- A. Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by CONTRACTOR's Project Manager, its superintendent, and its subcontractors as appropriate. Other attendees will be:
 - 1. ENGINEER and the Resident Project Representative (RPR)
 - 2. Representatives of OWNER
 - 3. Governmental representatives as appropriate
 - 4. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
- B. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference one copy of each of the following:
 - 1. Progress schedule
 - 2. Procurement schedule of major equipment and materials and items requiring long lead time
 - 3. Shop Drawings/Sample/Substitute or "Or Equal" submittal schedule.
- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda may include the following:
 - 1. CONTRACTOR's tentative schedules
 - 2. Transmittal, review, and distribution of CONTRACTOR's submittals
 - 3. Processing applications for payment
 - 4. Maintaining record documents
 - 5. Critical work sequencing
 - 6. Field decisions and Change Orders
 - 7. Use of project site, office and storage areas, security, housekeeping, and OWNER's needs
 - 8. Major equipment deliveries and priorities
 - 9. CONTRACTOR's assignments for safety and first aid
- D. ENGINEER will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

- E. CONTRACTOR should plan on the conference taking no less than two hours.

1.4 PROGRESS MEETINGS

- A. CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as required by ENGINEER or as required by progress of the work. CONTRACTOR, ENGINEER, and all subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers' and other subcontractors.
- B. ENGINEER shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.
- C. At each construction progress meeting a progress report shall be presented by CONTRACTOR containing an updated Progress Schedule. Where the delayed completion date of a project phase is noted, CONTRACTOR shall describe the anticipated delays or problems and outline the action plan being taken to resolve the issues.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL

- A. This Section outlines the general terms that CONTRACTOR must follow for preparing and providing Submittals to ENGINEER for review.
- B. CONTRACTOR shall anticipate resubmitting Submittals for major equipment or complex systems.
- C. If CONTRACTOR has questions about submittal requirements, CONTRACTOR is encouraged to communicate with ENGINEER to discuss requirements prior to submitting the Submittal.
- D. Substitutions shall be clearly identified on the Submittal transmittal form and shall include all the information required per Section 01 60 00 – Product Requirements.

1.2 DEFINITIONS

- A. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work by CONTRACTOR to illustrate some portion of the Work.
- B. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work. Product data is typically collected from catalogs, technical data sheets, or other materials supplied by manufacturers and are not specifically prepared for the project. Product data shall be marked up and/or highlighted to show the model, style, or options of a product to be incorporated in the Work.
- C. Samples: Physical examples that illustrate materials, equipment, workmanship, or colors, and establish standards by which the Work will be judged.
- D. Submittal Dispositions shall be defined as follows:
 - 1. No Exception Taken: ENGINEER and/or OWNER has reviewed the Submittal with skill, care, and judgement consistent with the applicable standard of care and, in accordance with the General Conditions, has determined the submittal appears to be consistent with the contract documents and the design professional's design intent for the completed project.
 - 2. Make Corrections Noted: ENGINEER and/or OWNER has reviewed the Submittal and approval is conditioned on CONTRACTOR, subcontractor, or supplier complying fully with ENGINEER's written comments on the Submittal. Failure of the CONTRACTOR, subcontractor, or supplier to comply fully with the written comments nullifies the approval.
 - 3. Revise and Resubmit: ENGINEER and/or OWNER has reviewed the Submittal and believes the Submittal, as furnished, cannot be approved without revisions and resubmittal. "Revise and Resubmit" does not constitute an approval.

4. Rejected: ENGINEER and/or OWNER has reviewed the Submittal and determined that it cannot be approved because it is incomplete, does not meet the product requirements or specifications, or does not meet the Submittal Procedure requirements as noted below.
5. For Information Only: Submittal is for record only and was not reviewed by ENGINEER and/or OWNER.

1.3 SUBMITTAL PROCEDURES

- A. Wherever Submittals are required by the Contract Documents, transmit a single electronic PDF file to ENGINEER with a Submittal transmittal form which is acceptable to ENGINEER.
- B. Sequentially number transmittal forms. Mark revised Submittals with original number and sequential alphabetic or numeric suffix, i.e., Submittal 1, Submittal 1.A, Submittal 1.1, etc.
- C. Identify Project, Contractor, subcontractor and/or supplier, pertinent drawing and detail number, and Specification section number, appropriate to Submittal.
- D. Each Submittal shall contain material pertaining to no more than one equipment or material item.
- E. Each Submittal shall have the Specification section and applicable paragraph number clearly identified on the front of the Submittal transmittal form. A copy of the Specification section and applicable paragraph shall be included with the Submittal and items included shall be clearly mark as either in compliance or not in compliance. For items not in compliance a description shall be provided explaining the reason for non-compliance.
- F. CONTRACTOR shall review Submittals prior to submission to ENGINEER. Apply Contractor's stamp, signed and dated, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Identify any deviations from the Contract Documents on the Submittal transmittal form.
- G. Schedule Submittals to expedite Project and deliver to ENGINEER at their business address. Coordinate submission of related items.
- H. Submittals shall be submitted sufficiently in advance to allow ENGINEER not less than ten regular working days for examining the drawings. These drawings shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items and unit assemblies in relation to the Contract Drawings and/or specifications.
- I. Identify variations from Contract Documents and product or system limitations which may adversely affect successful performance of completed Work.
- J. If a Submittal is returned to CONTRACTOR marked "NO EXCEPTIONS TAKEN", or similar notification, formal revision and resubmission will not be required.

- K. If a Submittal is returned marked "MAKE CORRECTIONS NOTED", or similar notification, CONTRACTOR shall make the corrections on the Submittal, however, formal revision and resubmission will not be required.
- L. Resubmittals
 - 1. If a Submittal is returned marked "REVISE AND RESUBMIT", or similar notification, CONTRACTOR shall revise the Submittal and resubmit the required number of copies.
 - 2. Identify changes made since the previous submission.
- M. Rejected Submittals
 - 1. If a Submittal is returned marked "REJECTED", or similar notification, it shall mean either that the proposed material or product does not satisfy the specification, the Submittal is so incomplete that it cannot be reviewed or is a substitution request not submitted in accordance with Section 01 60 00 – Product Requirements.
 - 2. CONTRACTOR shall prepare a new Submittal or submit a substitution request according to Section 01 60 00 – Product Requirements and shall submit the required number of copies.
- N. Distribute copies of reviewed Submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.
- P. Unless noted otherwise, corrections indicated on Submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the Contract requirements.
- Q. Fabrication or purchase of an item may only commence after ENGINEER has reviewed the pertinent Submittals and returned copies to CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
- R. ENGINEER's review of CONTRACTOR Submittals shall not relieve CONTRACTOR of the entire responsibility for the corrections of details and dimensions. CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR Submittals. CONTRACTOR shall be responsible for dimensions and quantities, coordinating with all trades, the design of adequate connections and details, and satisfactory and safe performance of the work.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 30 days after date of Owner-Contractor Agreement. After review comments on the initial schedule are received from ENGINEER and OWNER, CONTRACTOR shall resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.

- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- D. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Submit separate schedule of submittal dates for shop drawings, product data, and samples.

1.5 PRODUCT DATA

- A. Product Data: Submit to ENGINEER for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 78 50 - Project Closeout.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to ENGINEER for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Fabrication of an item may be commenced only after ENGINEER has reviewed the pertinent submittals and returned copies to CONTRACTOR marked either "NO EXCEPTIONS TAKEN", or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 78 50 - Project Closeout.

1.7 SAMPLES

- A. Whenever indicated in the Specifications or requested by ENGINEER, CONTRACTOR shall submit at least 1 sample of each item or material to ENGINEER for acceptance at no additional cost to OWNER.
- B. Samples, as required herein, shall be submitted for acceptance prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delay in the Work.
- C. Unless otherwise specified, all colors and textures of specified items will be selected by ENGINEER from the manufacturer's standard colors and standard materials, products, or equipment lines.

1.8 CERTIFICATES

- A. When specified in individual Specification sections, submit certification by manufacturer, installation/application subcontractor, or CONTRACTOR to ENGINEER, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to ENGINEER.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to ENGINEER for delivery to OWNER in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER'S FIELD REPORTS

- A. When required in individual sections, have Manufacturer or Supplier provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable and to make written report of observations and recommendations to ENGINEER.

1.11 OPERATIONS AND MAINTENANCE MANUAL SUBMITTAL

- A. CONTRACTOR shall furnish to ENGINEER one set of Operations and Maintenance Manuals in PDF format. Each set shall consist of one or more volumes, each of which

shall be in PDF format. A Table of Contents shall be provided which indicates all equipment and suppliers in the Operations and Maintenance Manuals.

- B. CONTRACTOR shall include in the Operations and Maintenance manuals full details for care and maintenance for all visible surfaces as well as the following for each item of mechanical, electrical, and instrumentation equipment (except for equipment furnished by OWNER):
1. Complete operating instructions, including location of controls, special tools or other equipment required, related instrumentation, and other equipment needed for operation.
 2. Preventative maintenance procedures and schedules
 3. A description of proper maintenance activities
 4. Complete parts lists, by generic title, identification number, and catalog number, complete with exploded views of each assembly.
 5. Disassembly and reassembly instruction
 6. Name and location of nearest supplier and spare parts warehouse
 7. Name and location of manufacturer
 8. Recommended troubleshooting and start-up procedures
 9. Prints of the record drawings, including diagrams and schematics, as required under the electrical and instrumentation portions of these specifications.
- C. All Operations and Maintenance manuals shall be submitted in final form to ENGINEER not later than the 75 percent of construction completion date. All discrepancies found by ENGINEER in the Operations and Maintenance manuals shall be corrected by CONTRACTOR prior to final acceptance of the project.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION -

SECTION 01 42 13
ABBREVIATIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meanings indicated herein.

1.2 ABBREVIATIONS AND ACRONYMS

AASHTO	American Association of the State Highway and Transportation Officials
ABMA	American Bearing Manufacturers Association (formerly AFBMA)
ACI	American Concrete Institute
AGC	American General Contractors
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASOC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CEMA	Conveyors Equipment Manufacturer's Association
CRSI	Concrete Reinforcing Steel Institute
DWQ	Department of Water Quality
DWR	Drinking Water Regulations
ECTC	Erosion Control Technology Council
EPA	Environmental Protection Agency
ETC	Electrical Test Laboratories
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual System
HI	Hydraulic Institute
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council
ICC-ES	International Code Council Evaluation Service
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IFC	International Fire Code
IMC	International Mechanical Code
IME	Institute of Makers of Explosives
IPC	International Plumbing Code
ISA	Instrument Society of America
ISO	International Organization of Standardization
ITE	Institute of Traffic Engineers
LPI	Lightning Protection Institute
LRQA	Lloyd's Register Quality Assurance
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NFPA	National Fire Protection Association
NISO	National Information Standards Organization
NSF	NSF International (formerly National Sanitation Foundation)
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
RCRA	Resource Conservation and Recovery Act
RMA	Rubber Manufacturers Association
RWMA	Resistance Welder Manufacturer's Association
SSPC	Society for Protective Coating (formerly Steel Structure Painting Council)
SSPWC	Standard Specification for Public Works Construction
TPI	Truss Plate Institute
UDOT	Utah Department of Transportation
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
UPRR	Union Pacific Railroad
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcements Institute, Inc.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION –

SECTION 01 42 19
REFERENCE STANDARDS

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. **TITLES OF SECTIONS AND PARAGRAPHS.** Captions accompanying Specifications sections and paragraphs are for convenience of reference only, and do not form a part of the Specification.
- B. **APPLICABLE PUBLICATIONS.** Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. **SPECIALISTS, ASSIGNMENTS.** In certain instances, specifications test requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements and shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. Reference herein to "Building Code" or "Uniform Building Code" shall mean the International Building Code of the International Code Council. The latest edition of the code as approved and used by the local agency as of the date of award, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Document, the most stringent requirements shall govern. All conflicts shall be brought to the attention of ENGINEER for clarification and directions prior to ordering or providing any materials or labor. CONTRACTOR shall bid the most stringent requirements.

- D. **APPLICABLE STANDARD SPECIFICATIONS.** CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein; except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- E. References in the Contract Documents to "Standard Specifications" shall mean the Contract Documents including all current supplements, addenda, and revisions thereof.
- F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including changes and amendments thereto.
- H. **UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY.** Wells, tanks, pumping stations and culinary water pipelines shall conform to the requirements of Utah Administrative Code Rule R 309. Water and sewer pipeline installation shall conform to the requirements of Utah Administrative Code Rule R 317-3-2.9 "Protection of Water Supplies" for horizontal and vertical separation.
- I. **UTAH DEPARTMENT OF TRANSPORTATION (UDOT) REQUIREMENTS.** CONTRACTOR's work on UDOT property or right-of-way shall conform to UDOT's latest edition of Standard Specifications For Road and Bridge Construction.
- J. **U.S. ARMY CORPS OF ENGINEERS (COE) REQUIREMENTS.** CONTRACTOR's work shall conform to COE Specifications in accordance with Section 404 of the Clean Water Act for excavation in wetlands.
- K. Reference herein to APWA shall mean the latest edition of the "Manual of Standard Specifications" and "Manual of Standard Plans" as prepared by the American Public Works Association and the Associated General Contractors of America.
- L. All provisions of the Manual of Standard Specifications, Latest Edition and Manual of Standard Plans, Latest Edition both published by the Utah Chapter of the American Public Works Association are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah Technology Transfer Center, Utah State University, 4111 Old Main Hill, Logan, UT 84322-4111. Any conflicts, between the technical specifications, drawings, and other provisions or documents contained in the Contract Form or Contract Documents versus provisions contained in the Manual of Standard Specifications, Latest Edition and Manual of Standard Plans, Latest Edition published by the Utah Chapter of the American Public Works Association, shall be resolved in favor of the technical specifications, drawing, and provisions contained in the Contract form or Contract Documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

SECTION 01 45 23
TESTING AGENCY SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. CONTRACTOR shall be responsible for providing Construction Quality Control Testing of all soils, concrete, etc. as required by the various sections of these Specifications. This section includes the following:
1. Use of independent testing agency
 2. Control testing report submittal requirements
 3. Responsibilities of testing agency

1.2 RELATED WORK

- A. Related Work specified in other Sections includes, but is not limited to:
1. Section 01 33 00 Submittal Procedures

1.3 REFERENCES

- A. Work covered by this Specification shall meet or exceed the provisions of the latest editions of the following Codes and Standards in effect at the time of award of the Contract. The publication is referred to in the text by basic designation only.
- B. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1. ASTM D 3740 Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 2. ASTM D 4561 Standard Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials
 3. ASTM E 329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

1.4 DEFINITIONS

- A. Independent Testing Agency: A testing agency NOT owned by CONTRACTOR, and an agency that does not have any preferential affiliation or association with CONTRACTOR, or any of CONTRACTOR's Subcontractors and Suppliers other than entering into a contract with CONTRACTOR to perform the duties defined in these Specifications.
- B. Professional Engineer: An engineer who complies with Utah licensing law and is acceptable to the authority having jurisdiction.

1.5 QUALITY ASSURANCE

- A. CONTRACTOR shall employ and pay for services of an independent testing agency which complies with ASTM D 3740, ASTM D 4561, and ASTM E 329 to test materials for contract compliance.

1.6 CONTRACTOR SUBMITTALS

- A. Provide submittals in accordance with Section 01 33 00 – Submittal Procedures
- B. If CONTRACTOR is employing and paying for an independent testing agency, prior to start of Work, submit testing agency's name, address, telephone number and the following:
 - 1. Concrete Technician: Approved by ENGINEER or ACI certified.
 - 2. Person charged with engineering managerial responsibility
 - 3. Professional engineer on staff to review services
 - 4. Level of certification of technicians

1.7 TESTING AGENCY SUBMITTALS

- A. Field Test Report: Submit report no later than the end of the current day.
- B. Laboratory Test Report: Submit original report within 48 hours after test results are determined.
- C. Final Summary Report: Submit prior to final payment
- D. On all reports include:
 - 1. Project title, number and date of the report
 - 2. Date, time and location of test
 - 3. Name and address of material Supplier
 - 4. Identification of product being tested and type of test performed
 - 5. Identify whether test is initial test or retest
 - 6. Results of testing and interpretation of results
 - 7. Name of technician who performed the testing

1.8 RESPONSIBILITIES OF TESTING AGENCY

- A. Calibrate testing equipment at least annually with devices with an accuracy traceable to either National Bureau of Standards or acceptable values of natural physical constraints.
- B. Provide sufficient personnel at site and cooperate with CONTRACTOR, ENGINEER and OWNER's Representative in performance of testing service.
- C. Secure samples using procedures specified in the applicable testing code.
- D. Perform testing of products in accordance with applicable sections of the Contract Documents.

- E. Immediately report any compliance or noncompliance of materials and mixes to CONTRACTOR, ENGINEER, and OWNER's Representative.
- F. When an out-of-tolerance condition exists, perform additional inspections and testing until the specified tolerance is attained, and identify retesting on test reports.

1.9 LIMITS ON TESTING AGENCY AUTHORITY

- A. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Agency may not suspend Work.
- C. Agency has no authority to accept Work for OWNER.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01 50 00
TEMPORARY CONSTRUCTION UTILITIES AND ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section covers temporary utilities, including electricity, lighting, telephone service, water, and sanitary facilities; temporary controls, including barriers, protection of work, and water control; and construction facilities, including parking, progress cleaning, and temporary buildings.

1.2 TEMPORARY UTILITIES

- A. Temporary Electricity: CONTRACTOR shall provide, maintain, and pay for all power required by CONTRACTOR, including electrical service to CONTRACTOR's and OWNER/ENGINEER's field offices.
- B. Temporary Lighting: CONTRACTOR shall provide all temporary lighting required for execution of his work and for employee and public safety. As a minimum, lighting levels during working hours shall meet the requirements of OSHA Subsection 1926.56 illumination.
- C. Temporary Heating and Cooling
1. Provide heating and cooling devices as needed to maintain specified conditions for construction operations.
- D. Temporary Ventilation
1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Temporary Water Service
1. CONTRACTOR shall provide for all his workers on the project, adequate and reasonably convenient uncontaminated drinking water supply. All facilities shall comply with the regulations of the local and State Departments of Health.
2. CONTRACTOR shall be responsible to arrange for water, both potable and non-potable water.
3. When water is taken from a city water system or any other potable water supply source for construction purposes, suitable precautions shall be taken to prevent cross connections and contamination of the water supply.
- F. Temporary Sanitary Facilities: CONTRACTOR shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of the local and State Departments of Health.

1.3 TEMPORARY CONTROLS

- A. Barriers: Provide barriers as necessary to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- B. Project Security
 - 1. CONTRACTOR shall make all necessary provisions to protect the project and CONTRACTOR's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.
 - 2. Entry Control:
 - a. Restrict entrance of persons and vehicles into Project site.
 - b. Allow entrance only to authorized persons.
- C. Dust Control: Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere. Give all unpaved streets, roads, detours, or haul roads used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.
- D. Pest Control: Provide methods, means, and facilities to prevent rodents, pests, and insects from damaging the Work.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. All chemicals used during construction or furnished for project operation whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instruction of the manufacturer.
- F. Protection of Work: CONTRACTOR shall protect installed work and provide special protection where specified in individual specifications sections. CONTRACTOR shall provide temporary and removable protection for installed products and shall control activity in immediate work area to minimize damage.
- G. Open Burning: No open burning of waste materials will be allowed.
- H. Explosives and Blasting: The use of explosives on the work will not be permitted.
- I. Noise Abatement: In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation.
- J. STORM AND GROUND WATER
 - 1. CONTRACTOR shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water

- entering the excavation or other parts of the work, whether the water be from surface or underground water sources.
2. In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Care shall be taken not to direct drainage water into private property or into streets or drainage ways inadequate for the increased flow.
 3. CONTRACTOR shall maintain effective means to minimize the quantity of sediments leaving the work area either by storm water or CONTRACTOR's own dewatering operations. CONTRACTOR shall be responsible for obtaining required permits and complying with all City, State, and Federal storm water management regulations and requirements, including preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) for Construction Activities. If required, CONTRACTOR shall submit a copy of the Notice of Intent and the SWPPP to the OWNER for review and approval.

1.4 CONSTRUCTION FACILITIES

A. VEHICULAR ACCESS

1. Construct temporary access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.
2. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.
3. Location of temporary access roads and detours shall be approved by ENGINEER.
4. Provide unimpeded access for emergency vehicles.
5. Provide and maintain access to fire hydrants and control valves free of obstructions.
6. Provide means of removing mud from vehicle wheels before entering streets.
7. When possible, use existing on-site roads for construction traffic.

- B. Parking: CONTRACTOR shall provide temporary parking areas to accommodate construction personnel. Parking shall be in an area approved by ENGINEER.

C. Progress Cleaning

1. CONTRACTOR shall maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition. Upon completion of work, repair all damage caused by equipment and leave the project site free of rubbish or excess materials of any kind.
2. Thoroughly clean all spilled dirt, gravel, or other foreign materials caused by the construction operations from all streets and roads at the conclusion of each day's operation.
3. It shall be the responsibility of CONTRACTOR to promptly clean up and remove any oil and/or fuel spills caused by CONTRACTOR or his Sub-contractors during the project. Contaminated soil shall be properly disposed of by CONTRACTOR in accordance with all applicable laws. CONTRACTOR shall be responsible for any damages to OWNER resulting from CONTRACTOR's negligence in promptly cleaning up said spills.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Prior to Final Application for Payment, CONTRACTOR shall remove temporary above grade or buried utilities, equipment, facilities, and materials; clean and repair damage caused by installation or use of temporary work; and restore existing facilities used during construction to original condition.

1.6 CULTURAL RESOURCES

- A. CONTRACTOR's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800 which provides for the preservation of potential historical architectural, archeological, or cultural resources (hereinafter called "cultural resources").
- B. CONTRACTOR shall conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- C. If a suspected or unsuspected historical, archaeological, or paleontological item, feature, or site or other cultural resource is encountered during subsurface excavations at the site of construction, the following procedures shall be instituted:
 - 1. Construction operations shall be immediately stopped in the vicinity of the discovery and ENGINEER and OWNER shall be notified of the nature and exact location of the finding. CONTRACTOR shall not damage the discovered objects and shall provide written confirmation of the discovery to ENGINEER within two (2) calendar days.
 - 2. OWNER and ENGINEER will then immediately notify the State Historical Preservation Office (SHPO) and the Utah Geological Survey (UGS).
 - 3. SHPO and UGS will investigate the finding and determine if the resource requires protection and the disposition of the said resource.
- D. If SHPO and UGS determine that the potential find is a bona fide cultural resource, CONTRACTOR shall suspend work at the location of the find under the provisions for changes contained in Articles 11, 12, and 13 of Section 00 72 00 – General Conditions.

PART 2 PRODUCTS

2.1 TEMPORARY EROSION CONTROL MATERIALS

A. EROSION CONTROL BLANKETS

- 1. Erosion control blankets shall meet the requirements of the Erosion Control Technology Council (ECTC) and the FHWA Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 Section 713.17 as a Type 3.B Extended Term Double Net Erosion Control Blanket. The erosion control blanket shall be fabricated from UV-stabilized polypropylene and a straw/coconut blend. The blanket shall be **Model SC150 by Tensar North American Green, Excel CS-3 by Western Excelsior**, or approved equal. The functional longevity shall be 24 months minimum.

B. SILT FENCE

1. Use woven fabric meeting the following properties.

Table 01 50 00-1 - Silt Fence Geotextile			
Property	ASTM	MARV's	
		Standard	High Performance
Grab Tensile Strength, lbs.	D 4632	90 ^(a)	120 ^(a)
Grab Elongation, %	D 4632	< 40	< 40
Flux, gal/min/ft ²	D 4491	15	90
Apparent Opening Size, (AOS-US sieve)	D 4751	> 20	> 30
Ultraviolet Degradation, %	D 4355	70	90
Notes: (a) Percent of tensile strength retained determined after weathering per ASTM D 4355 for 500-hours			

2. High performance fence to have tape yarns in one principal direction only.
3. Add stabilizers or inhibitors to make the filaments resistant to sunlight or heat deterioration.
4. Finish edges to prevent outer yarn from pulling away from the fabric.
5. Sheets of fabric may be sewn or bonded together. Provide minimum width recommended by manufacturer.
6. No deviation from any requirement in Table 2 due to the presence of seams.
7. Manufactured with pockets for posts, hems with cord, or with posts pre-attached using staples or button head nails.

C. POSTS

1. Minimum length: 4-feet.
2. Steel: Round, U shaped, T shaped, or C shaped with a minimum weight of 1.3-pounds per foot and have projections for fastening wire.
3. Wood as follows:
 - a. Soft wood posts at least 3-inches in diameter, or nominal 2 x 4-inches and straight to provide a fence without noticeable misalignment.
 - b. Hard wood post with a minimum cross-sectional area of 2.25 square-inches.
4. Fasteners for Wooden Posts:
 - a. Wire staples No. 17 gage minimum with a crown at least 3/4-inches wide and legs at least 1/2-inch long.
 - b. Nails 14 gage minimum, 1-inch long with 3/4-inch button.

PART 3 EXECUTION

3.1 SILT FENCE

- A. Beginning work means acceptance of existing conditions.
- B. Maintain the silt fence until revegetation is complete (defined as when cover reaches a density of at least 70% of pre-disturbance levels).
- C. Clear area of any debris and obstructions that may damage geotextile.
- D. Place post in all low points.
- E. Install posts a maximum of 8-feet apart with at least 18-inches in the ground. If not possible to achieve depth, secure posts to prevent overturning.
- F. Attach filter fabric by wire, cord, pockets, staples, nails, or other effective means.
 - 1. When using a wire support fence, provide at least 6 horizontal wires with a minimum of 12 gage wire. Space vertical wires 6-inches maximum. Secure geotextile to the up-slope side of the post. Extend wire into the trench a minimum of 2-inches and extend a maximum of 36-inches above the ground surface.
- G. Install fabric so 6 to 8-inches of fabric remain at the bottom to be buried. Splice together only at support posts with at least a minimum overlap of 18-inches. Extend buried portion 6-inches deep and the rest upstream of the fabric fence.
- H. Sediment Removal: Remove sediment before deposit reaches 1/2 of the height of the silt fence or raise the height of silt fence. After removal of sediment, dress landscape.
- I. Schedule of Locations: Typical locations include the toe of fill slopes, the downhill side of fill slopes, the downhill side of large cut areas, and natural drainage areas. Limit geotextile materials to handle an area equivalent to 1,000 square feet per 10-feet of fence. Use caution should the site slope be steeper than 1:1 (horizontal to vertical), and water flow rates exceed 1 cubic foot per second per 10-feet of fence face.

- END OF SECTION -

SECTION 01 50 30
PROTECTION OF EXISTING FACILITIES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Any existing facilities, disturbed which are located in or adjacent to the line of work such as curbs, gutters, drive approaches, sidewalks, driveways, fences, underground pipes, conduits, or utilities, shall be cleaned up and restored in kind by CONTRACTOR and in accordance with the Specifications contained herein governing the various types of services involved.
- B. CONTRACTOR shall not perform work that would affect any oil, gas, sewer, or water pipeline; any telephone, fiber optic, television cable, or electric transmission line; any fence; or any structure, until authorization has been obtained from owner of the improvement. Provide owner of the improvement due notice of the beginning of the work, and remove, shore, support, or otherwise protect such improvement or replace the same.

1.2 RELATED WORK

- A. Related Work specified in other Sections includes, but is not limited to:

Section 01 78 50 Project Closeout

1.3 RESTORATION OF FENCES

- A. Where it is necessary to remove any fence to facilitate CONTRACTOR's operation, CONTRACTOR shall obtain prior agreement with the owner of the fence for removal of the fence and shall be responsible for any damage due to negligence of CONTRACTOR. As soon as practical, the fence shall be restored substantially to the same or improved condition as it was prior to the commencement of the work. Where livestock is present CONTRACTOR shall provide temporary fencing to keep livestock away from the construction area.

1.4 UNDERGROUND SERVICE ALERT

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, CONTRACTOR shall notify the regional notification center (Blue Stakes of Utah) at 1-800-662-4111 or 811 or submit an on-line request at www.bluestakes.org at least 2 days, but no more than 7 days, prior to such excavation.

1.5 INTERFERING STRUCTURES AND UTILITIES

- A. CONTRACTOR shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. Prior to submittal of Shop Drawings, and prior to commencing any excavations for new pipelines or

structures, conduct investigations, including exploratory excavations and borings, to determine the location and type of underground utilities and services connections that could result in damage to such utilities. It shall be the responsibility of CONTRACTOR to locate and expose all existing underground and overhead structures and utilities in such a manner as to prevent damage to same. CONTRACTOR shall notify all utility offices concerned at least 48 hours in advance of construction operations in which a utility agency's facilities may be involved. This shall include, but not be limited to, irrigation water, culinary water, telephone, television cables, fiber optic communication, gas, and electric. CONTRACTOR shall be responsible for any and all changes to, reconnections to public utility facilities encountered or interrupted during prosecution of the work, and all costs relating hereto shall be at CONTRACTOR's expense. CONTRACTOR shall contract with and pay Public Utility Agencies for work required in connection with all utility interferences and handle all necessary notifications, scheduling, coordination, and details. The cost of public utility interferences shall be included in CONTRACTOR's lump sum or unit price bid covering the major contract facility to which interference or changes are attributable.

- B. All exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of the construction to avoid possible delays to CONTRACTOR's progress. Prepare a report identifying each utility by its size, elevation, station, and material of construction. Immediately notify ENGINEER and the utility in writing as to any utility discovered in a different position than as marked in the field or shown on the Drawings, or any utility which is not marked in the field or not shown on the Drawings.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Conform to local agency requirements for backfill and pavement repair after performing exploratory excavations.
- D. Any damage to private property, either inside or outside the limits of the easements provided by OWNER, shall be the responsibility of CONTRACTOR. Any roads, structures, or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at CONTRACTOR's expense without additional compensation from OWNER.
- E. CONTRACTOR shall remove and replace small miscellaneous structures such as fences and culverts which are damaged by the construction activity at his own expense without additional compensation from OWNER. CONTRACTOR shall replace these structures in a condition as good as or better than their original condition.
- F. At points where CONTRACTOR's operations are adjacent to or across properties of railway, telegraph, telephone, irrigation canal, power, gas, water, or adjacent to other property (damage to which might result in considerable expense, loss, and inconvenience), no work shall be started until all arrangements necessary for the protection thereof have been made.
- G. The locations of the major existing culinary water lines, gas pipes, underground electric, cable television, and telephone lines that are shown on the plans were taken from city maps, and maps supplied by the utility owner. No excavations were made to verify the locations shown for underground utilities, unless specifically stated on the Contract

Drawings. It should be expected that some location discrepancies will occur. Neither OWNER nor its officers or agents shall be responsible for damages to CONTRACTOR as a result of the locations of the utilities being other than those shown on the plans or for the existence of utilities not shown on the plans.

- H. CONTRACTOR shall be solely and directly responsible to owners and operators of such properties for any damage, injury, expense, loss or inconvenience, delay, suits, actions, or claims of any character brought because of an injury or damage which may result from the carrying out of the work to be done under the contract.
- I. All utilities including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities encountered along the line of the work shall remain continuously in service during all operations under the Contract, unless other arrangements satisfactory to ENGINEER are made with owner of said utility.
- J. In the event of interruption to either domestic or irrigation water, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, CONTRACTOR shall promptly notify the proper authority. CONTRACTOR shall cooperate with the authority in restoration of service as soon as possible and shall not allow interruption of any water or utility service outside working hours unless prior approval is received.
- K. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of CONTRACTOR, be notified by OWNER to move such property within a specified reasonable time. When utility lines that are to be moved are encountered within the area of operations, CONTRACTOR shall notify ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- L. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to ENGINEER and OWNER of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

1.6 RIGHTS-OF-WAY

- A. CONTRACTOR shall be required to confine construction operations within the dedicated rights-of-way for public thorough fares, or within areas for which construction easements have been obtained, unless they have made special arrangements with the affected property owners in advance. CONTRACTOR shall be required to protect stored materials, cultivated trees and crops, and other items adjacent to the proposed construction site.
- B. CONTRACTOR shall submit for approval by ENGINEER the type and size of equipment used, and the methods for work performed on the rights-of-way across private

properties, to avoid or minimize injury to trees, shrubs, gardens, lawns, fences, driveways, retaining walls, or other improvements within the rights-of-way.

- C. The construction easement widths and access to private properties are as shown on the Drawings and as described in the easement documents; however, CONTRACTOR is to minimize impacts to surface improvements within the right-of-way. CONTRACTOR shall obtain a signed release from the property owner, approving restoration of work in the construction easements across or bordering private properties. See Project Closeout Section 01 78 50, 1.4.D.
- D. Property owners affected by the construction shall be notified by CONTRACTOR at least 48 hours in advance of the time the construction begins. During all construction operations, CONTRACTOR shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his property for a period exceeding 8 hours unless CONTRACTOR has made special arrangements with the affected persons. CONTRACTOR shall, daily or more frequently, if necessary, grade all disturbed areas to be smooth for motor vehicle traffic.

1.7 PROTECTION OF SURVEY, STREET OR ROADWAY MARKERS

- A. CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

1.8 TREES OR SHRUBS WITHIN PROJECT LIMITS

- A. Except where trees or shrubs are indicated to be removed, CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
 - 1. The symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. Cuts over 1-1/2 inches in diameter shall be coated with a tree paint product that is waterproof, adhesive, and elastic, and free from kerosene's, coal tar, creosote, or other material injurious to the life of the tree.
 - 2. CONTRACTOR shall immediately notify the jurisdictional agency and/or OWNER if any tree or shrub is damaged by CONTRACTOR's operations. If, in the opinion of said agency or OWNER, the damage is such that replacement is necessary, CONTRACTOR shall replace the tree or shrub at its own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, CONTRACTOR shall pay to OWNER of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional

agency or OWNER. The size of the tree or shrub shall be not less than 1-inch diameter nor less than 6 feet in height.

1.9 RESTORATION OF PAVEMENT

- A. Pavement work shall meet the specifications for installation as noted in APWA Section 33 12 16.
- B. All paved areas damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Pavements which are subject to partial removal shall be neatly sawcut in straight lines.
- C. Wherever required by the local agency having jurisdiction, CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.

1.10 CONCRETE WORK – Driveways, Sidewalk, Curb & Gutter

- A. Concrete work shall meet the specifications for installation as noted in APWA Section 32 16 13 Driveway, Sidewalk, Curb and Gutter.
- B. All flat work in streets tying into existing flatwork shall be doweled into the existing concrete. Dowels to be spaced at 12" O.C. and be No. 5 rebar x 14" for slabs up to 8 inches in thickness and No. 8 rebar x 18" for slabs over 8 inches.

1.11 LAWNS

- A. Lawns that are damaged or destroyed during performance of the work shall be repaired or replaced with turf sod according to APWA Section 32 92 00 - Turf and Grass.

1.12 FENCES

- A. Fences that are damaged or destroyed during performance of the work shall be repaired or replaced back to the original condition or better to the satisfaction of the landowner and OWNER.

1.13 LANDSCAPING

- A. All landscaping on private property that is damaged or destroyed during performance of the work shall be repaired or replaced back to the original condition or better to the satisfaction of the landowner and OWNER.

1.14 OTHER SURFACE IMPROVEMENTS

- A. All other surface improvements not explicitly mentioned herein that are damaged or destroyed during performance of the work shall be repaired or replaced back to original condition or better.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION –

SECTION 01 71 13
MOBILIZATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section is provided to cover CONTRACTOR's cost of general and miscellaneous responsibilities and operations not normally attributed to, or included in, any other single bid item. This shall include, but not necessarily be limited to, work described or enumerated in this section under the following subsections.

1.2 MOVING TO AND FROM THE JOB SITE

- A. This shall include CONTRACTOR's preliminary arrangement for starting and stopping construction operations, work schedules, and transportation of equipment and personnel to and from the project.

1.3 CLEAN-UP

- A. The cost of all clean-up work as specified and not covered under other items shall be included in the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".

1.4 TEMPORARY UTILITIES

- A. The cost of power, etc. required by CONTRACTOR in performing the Work specified in the Contract shall be included in the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization". The City will provide irrigation water for commissioning and testing of the irrigations systems and for irrigation of the plant material.

1.5 PERFORMANCE BOND, PAYMENT BOND, AND INSURANCE

- A. The cost of the Performance Bond, Payment Bond, and any required insurance and/or other miscellaneous cost associated with this Project shall be included with the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".

1.6 PERMITS

- A. CONTRACTOR shall provide all necessary permits for completion of the Work. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".

1.7 PRE-CONSTRUCTION VIDEO RECORDS

- A. CONTRACTOR is required to produce a preconstruction video recording of areas where Work is to be performed. The video record shall be of professional quality and the coverage shall be such, as to allow accurate determination of location, size, and conditions, etc. of existing features and improvements within the rights-of-way. Before construction begins, CONTRACTOR shall provide OWNER with a copy of the rights-of-way video in electronic format on a solid-state drive (USB or Thumb Drive) or video file shared through a cloud folder.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

- END OF SECTION –

SECTION 01 78 50
PROJECT CLOSEOUT

PART 1 GENERAL

1.1 FINAL CLEANUP

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

1.2 TOUCH-UP AND REPAIR

- A. CONTRACTOR shall touch up or repair all finished surfaces on structures, equipment, fixtures, etc., that have been damaged prior to final acceptance. Surface on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

1.3 CLOSEOUT TIMETABLE

- A. CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow OWNER, ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.4 MAINTENANCE AND GUARANTEE

- A. CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 7.17 of the General Conditions, Section 00 72 00.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as part of such required repair work, and any repair or resurfacing which becomes necessary by reason of such required repair work shall be completed by CONTRACTOR at no cost to OWNER.
- C. CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from OWNER. If CONTRACTOR fails to make such repairs or replacement promptly, OWNER reserves the right to do the work and CONTRACTOR and his surety shall be liable to OWNER for the cost thereof.
- D. CONTRACTOR shall obtain a signed release from the property owner approving restoration of work in the construction easements across or bordering private property.

1.5 BOND

- A. CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 6 of the General Conditions, Section 00 72 00.

1.6 FINAL ACCEPTANCE

- A. Final acceptance and final payment shall not be made until all provisions of the General Conditions Section 00 72 00 Article 15.06 have been satisfied.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents in paper or PDF format; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by OWNER.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail
 - 4. Details not on original Contract drawings
- G. Submit documents to ENGINEER with claim for final Application for Payment.

1.8 CONTRACT CLOSEOUT

- A. As a condition precedent to final acceptance of the project, CONTRACTOR shall complete the following forms and submit the original and two copies of each form to the Engineer.
 - 1. Contractor's Certificate of Substantial Completion
 - 2. Contractor's Certificate of Final Completion
 - 3. Contractor's Final Waiver of Lien
 - 4. Consent of Surety for Final Payment
 - 5. Affidavit of Payment
 - 6. Affidavit of Release of Liens by the Contractor

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

CONTRACTOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER

TO: City of Saratoga Springs
213 N 900 E
Saratoga Springs, UT 84045

PROJECT: 2025 Water Wise Landscaping Project

ATTENTION: Hansen, Allen & Luce, Inc.

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official of _____
_____ working in the capacity of _____
_____ and have been properly authorized by said firm or corporation to sign the following
statements pertaining to the subject contract.

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been substantially performed, and materials used and installed to date in accordance with, and in conformity to, the Contract drawings and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims and liability to the Contractor for anything done or finished for or relating to the Work, as specified in the Project Manual, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.

The Contract Work is now substantially complete, ready for its intended use, and ready for your inspection. You are requested to issue a Certificate of Substantial Completion.

Signature: _____

Date: _____

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

OWNER

TO: City of Saratoga Springs
213 N 900 E
Saratoga Springs, UT 84045

PROJECT: 2025 Water Wise Landscaping Project

ATTENTION: Hansen, Allen & Luce, Inc.

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official of _____
_____ working in the capacity of _____
and have been properly authorized by said form or corporation to sign the following statements
pertaining to the subject contract.

I know of my own personal knowledge, and do hereby certify, that the work of the Contract
described above has been substantially performed, and materials used and installed to date in
accordance with, and in conformity to, the Contract drawings and specifications.

The Contractor hereby releases the Owner and its agents from all claims and liability to the
Contractor for anything done or finished for or relating to the Work. The Contract Work is now
complete in all parts and requirements, ready for its intended use, excepting the attached list
of minor deficiencies and the reason for each being incomplete to date, for which exemption
from final payment requirements is requested (if no exemptions requested, write "none") _____
_____. The Work is now ready for your final inspection.
The following items are required from the Contractor prior to application for final payment and
are submitted herewith, if any:

I understand that neither the issuance, by the Owner, or a Certificate of Final Completion, nor
the acceptance thereof by the Owner, shall operate as a bar claim against the Contractor
under the terms of the guarantee provisions of the Contract Documents.

Signature: _____

Date: _____

CONTRACTORS FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has furnished labor and materials for (A) _____
in the City of _____, County of _____, State of Utah, of which City of _____ is the Owner.

NOW THEREFOR, this _____ day of _____, 20_____, for and in consideration of the sum of (B) _____ dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien* right to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other consideration due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(C) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(C) _____ (SEAL)
(Signature of Authorized Representative)

Title: _____

INSTRUCTION FOR FINAL WAIVER:

- A. Project name.
- B. Final Contract amount received (total amount of Contract as adjusted).
- C. If the waiver is for a corporation, corporate name should be used, corporate seal affixed, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself/herself as partner.

* The word Lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or are to become due on the Contract referenced above.

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: 2025 Water Wise Landscaping Project

Location: City of Saratoga Springs

Type of Contract: _____

Amount of Contract: _____

In accordance with the provisions of the above named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner (as set forth in said Surety Company's bond):

City of Saratoga Springs
213 N 900 E
Saratoga Springs, UT 84045

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this ____
day of _____, 20____.

(Name of Surety Company)

(Signature of Authorized Representative)

Title: _____

AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by City of Saratoga Springs to furnish labor and materials under a contract dated _____ for the project named _____ in the City of _____ County of _____, State of Utah.

NOW THEREFORE, this _____ day of _____, 20____, the undersigned, as the Contractor for the above named Contract pursuant to the conditions of the Contract, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTIONS: (If none, write "none". If required by the Owner, the Contractor furnish bond satisfactory to the Owner for each exception).

{AFFIX CORPORATE}
{SEAL HERE}

Contractor (Name of sole ownership,
Corporation or partnership)

(Signature of Authorized Representative)

Title: _____

AFFIDAVIT OF RELEASE OF LIENS BY THE CONTRACTOR

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by City of Saratoga Springs to furnish labor and materials under a contract dated _____ for the project named 2025 Water Wise Landscaping Project in the City of Saratoga Springs County of Utah, State of Utah.

NOW THEREFOR, this _____ day of _____, 20_____, the undersigned, as the Contractor for the above named Contract pursuant to the conditions of the Contract, hereby certifies that to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien* attached hereto include the Contractor, all subcontractors, all suppliers of material and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner and on the monies or other consideration due to becomes due from the Owner arising in any manner in connection with the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "none". If required by the Owner, the Contractor furnish bond satisfactory to the Owner for each exception).

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Release or Waiver of Liens from subcontractors and material suppliers.

{AFFIX CORPORATE}
{SEAL HERE}

Contractor (Name of sole ownership,
Corporation or partnership)

(Signature of Authorized Representative)

Title: _____

* The word Lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or are to become due on the Contract referenced above.

- END OF SECTION -

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SECTION 32 84 66

UNDERGROUND SPRINKLERS - CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Furnish and install irrigation controllers as described in Contract Documents complete with accessories necessary for proper function.
- B. Related Requirements:
 - 1. Section 02725: Landscaping.
 - 2. Section 02724: Automatic Sprinklers
 - 3. Section 32: 8423: Underground Sprinklers' for:
 - a. Certified Water Audit if required by AHJ.
 - b. Landscape Management Plan (LMP).
 - c. Plant Establishment Period.
 - d. Pre-installation conference held jointly sprinkler controllers.
 - 4. Section 32: 9001: 'Common Planting Requirements' for:
 - a. Pre-installation conference held jointly with sprinkler controllers.
 - 5. Division 26: Power to controller.

1.2 REFERENCES

- A. Definitions:
 - 1. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.
 - 2. Landscape Management Plan (LMP): See Section 32 9001 for definition.
 - 3. Plant Establishment Period: See Section 32 9001 for definition.
 - 4. Smart Controller: Irrigation clocks that automatically adjust irrigation run times in response to environmental changes using sensors and weather information to manage watering times and frequency.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Provide Coordination for required tests and inspections as described under Field Quality Control in Part 3 EXECUTION for following:
 - a. Substantial Completion Walkthrough: See Section 32 8423.
 - b. Irrigation Final Approval: See Section 32 8423.
- B. Pre-Installation Conference:
 - 1. Participate in pre-installation conference as specified in Section 32 9001 and Section 32 8423:
 - a. In addition to agenda items specified in Section 32 8423, review following:
 - 1) Review smart controller and submittal requirements.
 - 2) Review 'Smart Controller Installation Checklist' Attachment included with this specification.
 - 3) Review Training Certificate requirements for operation of smart controller.
 - 4) Review Tests and Reports for smart controllers.

1.4 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's cut sheets for each element of system.
- B. Informational Submittals:
 - 1. Certificates (Coordinate with 32 8423 and 32900 Sections):
 - a. Training Acknowledgement:
 - 1) Landscape Architect will provide certificate acknowledging training has been performed:
 - a) Certificate will include name and signature of Installer, Installer's company, Installer's telephone number, and date.
 - b) Certificate will include name and signature of Owner's Representative, Owner's Representative Group name, Owner's Representative Group telephone number, and date.
 - c) Certificate will acknowledge Owner's Representative has been trained in operation of smart controller.
 - 2. Manufacturer Instructions:
 - a. Manufacturer's printed literature on operation and maintenance of operating elements of system.
 - b. Instruction Manual:
 - 1) Complete system operation and maintenance directions, including winterizing, controller program worksheet, and irrigation scheduling based on local site-specific conditions.
 - 2) Provide plant establishment schedule and long term maintenance establishment schedule specified in Section 32 8423.
 - 3. Special Procedure Submittals:
 - a. Manufacturer's Smart Controller Approved Distributor Installer:
 - 1) Complete and sign 'Smart Controller Installation Checklist' provided in Attachment of this specification to be given to Landscape Architect.
 - 2) Signed 'Smart Controller Installation Checklist' to be included in Closeout Submittals.
 - 4. Qualification Submittals:
 - a. Smart Controller Installer:
 - 1) Provide documentation if requested by Architect.
- C. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Submittal Format: Digital format only.
 - b. Maintenance Contracts:
 - 1) Smart Controller:
 - a) HydroPoint Weather TRAK:
 - (1) One (1) year ET subscription.
 - c. Operations And Maintenance Data:
 - 1) Include additional copy for Landscape Management Plan (LMP) of information specified in Section 32 8423.
 - d. Warranty Documentation (include additional copy for Landscape Management Plan (LMP):
 - 1) Smart Controller Warranty:
 - a) Manufacturer's extended Warranty for smart controller.
 - e. Record Documentation:
 - 1) Testing and Inspection Reports:
 - a) Completed 'Smart Controller Installation Checklist'.
 - 2. Landscape Management Plan (LMP) specified in Section 32 8423:
 - 3. Final payment for system authorized as per Section 32 8423.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:

1. General:
 - a. Submittal Format: Digital format only.
 - b. Work and materials shall be in accordance with latest rules and regulations, and other applicable state or local laws.
 - c. Nothing in Contract Documents is to be construed to permit work not conforming to these codes.
- B. Qualifications: Requirements of Section 01 4301 applies, but not limited to following:
 1. Smart Controller Installer:
 - a. Manufacture approved certified installers familiar with required irrigation system and smart controller installation procedures:
 - 1) Agree to follow requirements as described under Installers in PART 3 EXECUTION.
 - 2) Agree to complete reporting documents.
 - 3) Agree to instruct Owner's designated personnel in complete operation and maintenance of smart controller.
 - 4) Agree to assist Landscape Architect in completing Watering Schedule for Landscape Management Plan (LMP).

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage And Handling Requirements:
 1. Protect materials from damage and prolonged exposure to sunlight.

1.7 WARRANTY

- A. Warranty:
 1. Smart Controller:
 - a. Provide Manufacturer's extended warranty for five (5) years to be free of design, materials and workmanship defects.

PART 2 - PRODUCTS

2.1 SYSTEM

- A. Manufacturers:
 1. Manufacturer Contact List:
 - a. Hunter Industries, San Marcos, CA www.hunterindustries.com.
 - b. HydroPoint Data Systems, Inc., Petaluma, CA www.hydpoint.com.
- B. Category Three Approved Manufacturer. See Section 01 6200 for definitions of Categories:
 1. Design Criteria:
 - a. Provide smart controller and all components from same Approved Distributor only.
 2. HydroPoint Data Systems, Inc. (Weather/TRAK) Petaluma, CA www.hydpoint.com.
 - a. Approved Distributor Contact Information.
 - 1) Utah Contact:
 - a) Sprinkler Supply - West Jordan, UT, Joe Jackson (801) 404-1371 (801) 566-8172 joe@sprinklersupplyco.com.
- C. Materials:
 1. Automatic Controller:
 - a) HydroPoint WeatherTRAK:
 - (1) Traditional Wiring:
 - (2) Inspection of system.

- (3) Vandal resistant powder coated steel finish suitable for either indoor or outdoor environments. Provide stainless steel where outdoor conditions require non-corrosive material.
 - (4) Wall mounted enclosure assembly.
 - (5) Key-Lock.
 - (6) Low Profile Antenna.
 - (7) Universal Radio remote interface.
 - (8) One (1) year ET subscription.
 - (9) On-site post-installation controller inspection and start-up by authorized service provider.
 - (10) Site consultation.
 - (11) All other components required for complete and operational system.
 - b. Automatic Rain Sensors (supplied by Approved Distributor or Approved Manufacturer):
 - 1) Category Four Approved Products. See Section 01 6200 for definitions of Categories:
 - a) Refer to Irrigation Schedule on plans.
- 2. Other Components:
 - a. Recommended by Manufacturer and subject to Architect's review and approval before installation.
 - b. Provide components necessary to complete system and make operational.

PART 3 - EXECUTION

3.1 INSTALLERS

- A. Approved Irrigation System Installers:
 - 1. Star Landscaping.
 - 2. Schramm Landscaping.
 - 3. Western Meadows
 - 4. Erickson Landscaping
 - 5. Intermountain Plantings
 - 6. Equal approved by Architect and/or Landscape Architect before bidding. See Section 01 4301.
- B. Category Three Approved Smart Controller Installers. See Section 01 6200 for definitions of Categories:
 - 1. Provide Qualification documentation as described under Informational Submittals in Part 1 GENERAL:
 - a. WeatherTRAK: Factory approved installer having completed WeatherTRAK certified contractor training (see www.weathertrak.com for details).

3.2 PREPARATION

- A. Protection:
 - 1. Protection Of In-Place Conditions:
 - a. Repair or replace work damaged during course of Work at no additional cost to Owner. If damaged work is new, installer of original work shall perform repair or replacement.
 - b. Do not cut existing tree roots measuring over 2 inches (50 mm) in diameter in order to install irrigation lines.

3.3 INSTALLATION

- A. Controllers:
 - 1. Install as detailed and as per manufacturer's recommendations.
 - 2. Install smart controller as per Controller Manufacturer's details and installation recommendations
 - 3. In hot climates, install out of sun exposure.

4. Install grounding as per Manufacturer's recommendations:
 - a. Note: if controller is mounted within building, coordinate grounding with Electrical Engineer.
 5. Install automatic rain sensor as per Manufacturer's recommendations.
 6. Provide sticker with Facility Manager's Contact information inside Controller, but in plain view.
- B. Smart Controller:
1. Fill out 'Smart Controller Installation Checklist' provided in Attachment of this specification during installation of Controller.
 2. Install smart controller as per Controller Manufacturer's details and installation recommendations.
 3. In hot climates, install out of sun exposure.
 4. Install grounding as per Manufacturer's recommendations:
 - a. Note: if controller is mounted within building, coordinate grounding with Electrical Engineer.
 5. Install automatic rain sensor as per Manufacturer's recommendations.
 6. Provide sticker with Facility Manager's Contact information inside Controller, but in plain view.
 7. Install communication connections as required: Wireless and/or ethernet.

3.4 FIELD QUALITY CONTROL

- A. Field Tests and Inspections:
1. Smart Controller Testing:
 - a. Use 'Smart Controller Installation Checklist' or 'Manufacturer's Operational Report' to test system to verify following:
 - 1) Verify all aspects of smart controller installation checklist or 'Manufacturer's Operational Report' are complete.
 - 2) Verify controller is installed correctly and will automatically adjust irrigation run times in response to environmental changes using sensor and weather information to manage watering times and frequency.
 - 3) Sign 'Smart Controller Installation Checklist' to be included in Closeout Submittals.
- B. Non-Conforming Work: Non-conforming work as covered in General Conditions applies, but is not limited to following:
1. Underground Sprinkler System:
 - a. Correct any work found defective or not complying with Contract Document requirements at no additional cost to Owner.

3.5 ADJUSTING

- A. Watering Time:
1. Adjust watering time of valves to provide proper amounts of water to plants.

3.6 CLOSEOUT ACTIVITIES

- A. Training:
1. After system is installed and approved, instruct Owner's designated personnel in complete operation and maintenance procedures using Landscape Management Plan (LMP).
 - a. Describe difference between plant establishment schedule and long-term maintenance schedule.
 - b. Describe annual and regular filter maintenance.
 2. Smart Controller Training:
 - a. Manufacturer's approved Distributor to instruct Owner's designated personnel in complete operation and maintenance of smart controller.
 - b. Manufacturer's approved Distributor to review terms of Warranty, Maintenance procedures and contact information with Owner's Representative.

END OF SECTION

ATTACHMENTS

Smart Controller Installation Checklist

WeatherTrak (Smart Controller Option A) – New Project

Procedures for Final Inspection of Church Installations:

The following checklist details all items for WeatherTrak ET Pro3 and LC system installation that are required by WeatherTrak by Installer prior to final inspection by WeatherTrak Technician. This checklist is for smart controller verification purposes only and does not cover all requirements given in Project Specifications.

1. Pre-Installation:

- ☐ Complete WeatherTRAK Site Programming worksheet for each zone (plant, soil, slope etc).

2. Installation:

- ☐ Install WeatherTRAK Controller and connect valve wires.
- ☐ Connect power.
- ☐ Ground Controller in accordance with Specification Section 32 8466 'Underground Sprinklers: Controllers'.
- ☐ Wire flow and rain sensors.

3. Flow Sensors (if Used):

- ☐ Attach Flow Sensor Wires.
- ☐ Flow Menu - Turn Flow to ON.
- ☐ Flow Menu - Set appropriate K and Offset for flow sensor size and model.
- ☐ Flow Menu - Run 'Learn Flow' cycle to establish high flow settings.
- ☐ Set Up Menu - Set MasterValve to 'Normally Open' or 'Normally Closed'.

4. Rain Sensor (If Used):

- ☐ Attach Rain Sensor wires to RS port on Controller.
- ☐ Run standard sensor test per sensor manufacturer.

5. Activate:

- ☐ Call WeatherTRAK customer service (800) 362-8774 to activate Controller.
- ☐ Provide: serial number, address, FM Group, FM Office Address, Site Name and Property #.
- ☐ When setting up controllers on-line, use proper naming conventions. Controller names shall conform to following format: two spaces for state designation, up to nine spaces for FM Group, three spaces for building number and letter (if there are multiple controllers), and seven spaces for property number. For example, a controller for building 29 recreation property located in Murray, UT FM Group would be as follows: UT-Murray-29R-5363977. Coordinate through FM to match with existing controller designation. Site Names shall conform to the following format: Church Department, State, street number and name followed by City; e.g. MFD-UT-6250 South 2200 West-Taylorsville. Use no more than 40 characters. Account names for Meetinghouse Facilities Department properties will be labeled as "Church MFD", given a state and FM reference; e.g. Church MFD UT Murray. Contact Church HQ for non-MFD naming.

6. Program (program at Controller or via web at www.weathertrak.net):

- ☐ Set Up Menu - Set Up current date time and general information.
- ☐ Days and Times - Set up day pattern and start times.
- ☐ Stations Menu - Program each station in Auto Mode using Station Worksheet data.
- ☐ Stations Menu - Program each station In User Mode (No ET) for Plant Establishment.
- ☐ Leave Program Mode in User Mode - Auto Mode settings are saved for future use.

7. Final Check:

- ☐ Preview Menu - Review each station's program in Preview screen.
- ☐ Services Menu - Run Valve Test to check for loose wiring - correct as needed.
- ☐ Manual Menu - Run 1 minute test cycle for all zones.
- ☐ Leave Station worksheet inside of controller.

I hereby certify that Smart Controller Installation Checklist has been completed and all deficiencies have been corrected.

Signature: _____ Printed Signature: _____
Date: _____

SECTION 02724

AUTOMATIC SPRINKLING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Complete automatic sprinkling system, including:
 - 1. Pipe and fittings.
 - 2. Valves, valve boxes, and appurtenant items.
 - 3. Automatic controller, control valves, valve boxes, wires and appurtenant items.
 - 4. Sprinkler heads and appurtenant items.
 - 5. Connections to water main lines.
- B. System design and testing.

1.2 RELATED SECTIONS

- A. Section 02112 - Trenching for Pipe Work: Excavating, pipe bedding, backfilling and compacting.
- B. Section 02115 - Excavation: Excavating for structures and appurtenant items.
- C. Section 02116 - Fill and Backfill: Pipe bedding and excavation backfilling.
- D. Section 02586 - Backflow Preventer Station.
- E. Section 03300 - Cast-in-Place Concrete: Concrete for structures and thrust blocks.

1.3 REFERENCES

- A. ASTM A 53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- B. ASTM A 234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- C. ASTM D 1785 - Standard Specification for Poly Vinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- D. ASTM D 2239 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
- E. ASTM D 2241 - Standard Specification for Poly Vinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series).
- F. ASTM D 2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter.
- G. ASTM D 2466 - Standard Specification for Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedules 40.

- H. ASTM D 2564 - Standard Specification for Solvent Cement for Poly Vinyl Chloride (PVC) Plastic Piping Systems.
- I. ASTM D 2609 - Standard Specification for Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe.
- J. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
- K. ASTM D 3035 - Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
- L. AWWA C104/A21.4 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water; American Water Works Association; (ANSI/AWWA C104/A21.4).
- M. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; American Water Works Association; (ANSI/AWWA C105/A21.5).
- N. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; American Water Works Association; (ANSI/AWWA C111/A21.11).
- O. AWWA C151/A21.51 - Ductile-Iron Pipe, Centrifugally Cast, for Water; American Water Works Association; (ANSI/AWWA C151/A21.51).
- P. AWWA C500 - Metal-Seated Gate Valves for Water Supply Service; American Water Works Association.
- Q. AWWA C504 - Rubber Seated Butterfly Valves; American Water Works Association.
- R. AWWA C508 - Swing-Check Valves for Waterworks Service, 2 In. (50 mm) Through 24 In. (600 mm) NPS; American Water Works Association; (ANSI/AWWA C508/C508a).
- S. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service; American Water Works Association; (ANSI/AWWA C509/C509a).
- T. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service; American Water Works Associations: (ANSI/AWWA C515).
- U. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances; American Water Works Association; (ANSI/AWWA C600).
- V. STM D2774 - Standard Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.
- W. W AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Distribution; American Water Works Association; (ANSI/AWWA C900/C900a).
- X. X AWWA C901 - Polyethylene (PE) Pressure Pipe and Tubing, 4 inch through 63 inch, for Water Distribution;
- Y. American Water Works Association.
- Z. Y Use the latest issue of the above reference standards as of the date of the Project.

1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, controllers, sprinkler heads, and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Project Record Documents: Record actual locations of pipe lines, valves, controllers, sprinkler heads, connections, thrust restraints, and invert elevations. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 SYSTEM DESIGN

- A. The sprinkling system shall be designed to provide adequate coverage to all areas to be watered.
- B. Project drawings of the system shall be submitted to the City Engineer, showing design and general layout of pipe distribution system and sprinkler heads required to provide complete coverage and uniform distribution.
 - 1. Drawings shall indicate pipe sizes, control valves, quick-coupling valves, automatic controller, control wiring, electrical service line, connections to water mains, backflow preventers, filters, and all appurtenant items.
 - 2. Pipe system for spray heads shall have minimum pipe size of 3/4-inch; rotor pop-up sprinklers shall have minimum pipe size of 3/4-inch; and impact rotor pop-up or rotors above I-40 shall have minimum pipe size of 1-inch.
 - 3. Quick-coupling valves shall be placed in the system where indicated on the drawings.
 - 4. Drawings shall show system design pressures and PVC pipe classifications (either Schedule 40 or Schedule 80). A pipe size over 4" shall utilize gasketed joints.
- C. Design a pipe distribution system to provide sufficient water to each of the heads. Spray Heads and Rotator Heads shall be on separate zones.
- D. The Contractor may modify the layout of heads to better fit project conditions with notification and City approval; providing that complete coverage and uniform distribution is maintained.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with City's requirements as described herein.
- B. A third party audit by a certified irrigation auditor verifying the distribution uniformity (DU) of the system is 70% for the rotors and 50% for spray heads. Testing results to be submitted prior to start of warranty period for new development in accordance with the City's land development code.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store valves, controllers, heads, and appurtenant items in shipping containers with labeling in place.

1.8 OPERATING AND MAINTENANCE DATA

- A. Provide complete As-Builts for entire system. Also Provide an 8 ½"x 11" laminated zone map illustrating each zone by color and zone number.
- B. Provide instructions covering full operation, care and maintenance of system and controls; and manufacturer's parts catalog.
- C. Instruct City's designated maintenance personnel in the proper operation of the system, including adjustment of sprinkler heads.
- D. Submit 3 copies of written instructions recommending procedures to be established by the City Engineer for the maintenance of the system from year to year.
 - 1. Submit at least 30 days before the expiration of required one year guarantee period.
 - 2. Provide information in the manuals that include the following:
 - a. Written index near front of Manual listing location in the Manual of all emergency data regarding the installation;
 - b. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of the nearest vendor of replacement parts; and
 - c. Copy of all guarantees and warranties issued on the installation showing all dates of expiration.

PART 2 PRODUCTS

2.1 GENERAL

- A. All sprinkler heads, control valves, quick-coupling valves, automatic controllers and appurtenant items for the sprinkling system shall be supplied by the same supplier.

2.2 WATER SUPPLY AND DISTRIBUTION PIPE

- A. PVC Pipe: AWWA C900 DR 18.
 - 1. Fittings: AWWA C111, cast iron.
 - 2. Joints: ASTM D 3139 compression gasket ring.
- B. Polyethylene Pipe: ASTM D 3035, for 160 psig pressure rating:
 - 1. Fittings: AWWA C901, molded or fabricated.
 - 2. Joints: Compression.
- C. High Density Polyethylene Pipe: AWWA C906:
 - 1. Material: PE 4710 High Density Polyethylene (HDPE) meeting ASTM D3350 cell classification of 345434C.
 - 2. Fittings: AWWA C906, molded or fabricated; or mechanical joint ductile iron fittings.
 - 3. Joints: Butt fusion.
- D. Trace Wire: Magnetic detectable conductor, clear plastic covering, imprinted with "Water Service" in large letters for all plastic pipe.

2.3 SPRINKLING SYSTEM DISTRIBUTION AND LATERAL PIPE

- A. PVC Pipe: ASTM D 1785, Schedule 40 or 80, as required.
 - 1. Fittings: ASTM D 2466, Schedule 40 or 80, as required.
 - 2. Joints: Cemented with Primer and solvent weld, using I.P.S. Brand, purple primer and grey solvent weld or approved equal. Red Hot Blue not permitted.
 - 3. Schedule 80 pipe shall be used between stop & waste valves and master valves; and Schedule 40 pipe shall be used downstream from master valves.
- B. Polyethylene Pipe: ASTM D 3035, for 160 psi pressure rating:
 - 1. Fittings: AWWA C901, molded or fabricated.
 - 2. Joints: Compression.
- C. The minimum pipe size for distribution and lateral pipes to be 3/4-inch.

2.4 VALVES

- A. Valves: Manufacturer's name and pressure rating marked on valve body.
- B. Gate Valves Up To 3 Inches:
 - 1. Brass or Bronze body, non-rising stem, inside screw, single wedge or disc, IPS ends, and handwheel.
 - 2. Product: Powell U.S. Bronze Gate Valves.
 - 3. Substitutions: See Section 01600 - Product Requirements.
- C. Gate Valves 3 Inches and Over:
 - 1. AWWA C500, iron body, bronze trim, non-rising stem with square nut, single wedge, mechanical joint or flanged ends as indicated, and cast iron valve box.
 - 2. AWWA C509, iron body, bronze trim, non-rising stem with square nut, single wedge, resilient seat, mechanical joint or flanged ends as indicated, and cast iron valve box.
 - 3. AWWA C515, ductile iron, bronze trim, non-rising stem with square operating nut, single ductile iron wedge, mechanical joint or flanged ends as indicated, and cast iron valve box.
 - 4. Product: Mueller Gate Valves or Resilient Seat Gate Valves, or American Flow Control Series 2500 Resilient Seat Gate Valves; with appropriate type Pacific States Cast Iron Valve Box.
- D. Ball Valves Up To 2 Inches:
 - 1. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, compression inlet end, compression outlet, with control rod, valve key, and extension box.
 - 2. Treat the Ball Valve and Handle to prevent moisture from metal causing corrosion.
- E. Swing Check Valves from 2 Inches to 24 Inches:

1. AWWA C508, iron body, bronze trim, 45 degree swing disc, renewable disc and seat, flanged ends.
 2. Product: Mueller Swing-Type Check Valve.
- F. Corporation Stops: shall be type for connecting to copper or polyethylene pipe; Mueller No. H- 15000 for up to 2-inch service line.
- G. Air Release Valves: shall be combination air release valves; APCO Combination Air Release Valves, or of size indicated on the drawings.

2.5 SPRINKLER HEADS

A. Part Circle Rotor Pop-Up Sprinklers.

1. Part circle rotor pop-up sprinklers shall be a single nozzle gear drive type, capable of covering the design radius at the site pressure with a discharge rate as recommended by the manufacturer; and shall have an infinitely adjustable arc of coverage from 40° to 360°. Spacing design shall be based on a 10-20% reduction of manufacturer recommendation.
2. Sprinkler case shall be constructed of rugged ABS plastic. The internal assembly shall include water-lubricated gear drive, pressure-activated wiper seal, SAM check device and heavy duty screen. The rotation of the sprinkler shall be accomplished by a gear drive.
3. The sprinkler nozzle shall have an outlet trajectory of 25° from the horizontal, with adjustment screw.
4. The sprinkler shall have a heavy-duty stainless steel retract spring to ensure positive pop-down. Pop-up height shall be not less than 6 inches; and the inlet shall be one-inch (FNPT).
5. The sprinkler shall be constructed so that all internal parts, including inlet screen, are accessible through the top of the sprinkler case without disturbing the soil around the case. The sprinkler shall have a rubber cover and vandal resistant cover screws.
6. Sprinklers shall be Part Circle Rotor Pop-up Sprinklers, of the appropriate size and type, as manufactured by Rain Bird Sprinkling Mfg. Corporation, Hunter Industries.

B. Full Circle Rotor Pop-Up Sprinklers.

1. Full circle rotor pop-up sprinklers shall be a single nozzle gear drive type, except for Hunter I-40 Opposing Nozzles, capable of covering the design radius at the site pressure with a discharge rate as recommended by the manufacturer.
2. Full circle sprinklers shall have the same construction as the part circle sprinklers described above.
3. Sprinklers shall be Full Circle Rotor Pop-up Sprinklers, of the appropriate size and type, as manufactured by Rain Bird Sprinkling Mfg. Corporation or Hunter Industries.

C. Full/Part Circle Rotor Pop-Up Sprinklers.

1. Rotor pop-up sprinklers shall have full or part circle capabilities in one unit; and shall be a single nozzle, water lubricated, turbine drive type with internal impact speed reduction, capable of covering the design radius at the site pressure with a discharge rate as recommended by the manufacturer.
2. Part circle sprinkler shall have an infinitely adjustable arc of coverage from 25° to 350°. The sprinkler shall not reverse direction during continuous operation in the full circle mode. Arc adjustment shall not require any tools.

3. The sprinkler case shall be constructed of rugged ABS plastic. The sprinkler shall include a stainless steel locking set-screw at cap threads to provide vandal resistance and a "Seal-A-Matic" (SAM) device built onto the inlet screen shall hold back 8 feet of elevation change to prevent puddling. The sprinkler shall have a non-strippable drive mechanism and shall permit manual rotation of the pop-up stem; and shall have a pressure-activated, multi-function, soft elastomer wiper seal that positively seals against the nozzle flange to keep debris out of the rotor and to clean debris from the pop-up stem as it retracts. The sprinkler range nozzle shall have an outlet trajectory of 23° from the horizontal. The sprinkler shall have a screen attached to the drive housing to filter inlet water and prevent the nozzle from clogging.
4. Sprinklers shall have a heavy-duty stainless steel retract spring to ensure positive pop-down. Pop-up height shall be not less than 5 5/8-inch; and the bottom inlet shall be 3/4-inch (FNPT).
5. Sprinklers shall be constructed so that all internal parts, including inlet screen, are accessible through the top of the sprinkler case without disturbing the soil around the case. The sprinkler shall have a rubber cover and vandal resistant cover screws.
6. Sprinklers shall be Full/Part Circle Pop-up Rotor Sprinklers, of the appropriate size and type, as manufactured by Rain Bird Sprinkling Mfg. Corporation, Hunter Industries.

D. Sprinkler Types and Spacing.

1. Large Area Rotors: Hunter I-40 at 45 foot maximum spacing.
2. Medium Area Rotors: Hunter I-20 at 30 foot maximum spacing.
3. Spray Heads: Rainbird # 1806 for turf areas; # 1812 for shrub beds.
 - a. East to west park strips: provide 120 percent coverage; 12 foot spacing typical, or 15' Nozzels.
 - b. North to south park strips: provide 100 percent coverage; 15 foot spacing typical.
 - c. Built in check valves required if elevation changes from one head to next head.
 - d. No Adjustable Arc Nozzles, Fixed Arc Nozzles only.
 - e. No MP Rotator Nozzles.
 - f. Bottom inlet only
4. Drip Systems: Hunter PCN Nozzles, series bubbler nozzles placed adjacent to plants higher in grade to allow flow to root zones of the plant.
 - a. Compatible with Pro Spray bodies or 1800 heads.
 - b. No fixed risers for bubblers.
 - c. Pop-Ups/spray head bodies with PCN bubbler nozzles.
5. Type of landscape areas will determine flow requirements.
 - a. P.R.V., if needed, use an individual pressure regulating device, such as an accuset.

2.6 ELECTRIC CONTROL VALVES

- A. Electric remote control valves shall be normally closed 24 VAC, 60 cycle, solenoid actuated globe pattern design capable of having a flow rate as required with a pressure loss not to exceed 1.5 psi. The valve pressure rating shall not be less than 200 psi.
- B. Valve body and bonnet shall be constructed of heavy-duty glass-filled UV resistant nylon and have stainless steel studs and flange nuts; diaphragm shall be of nylon reinforced nitrile rubber.

- C. Valve shall have both internal and external manual open/close control, for manually opening and closing the valve without electrically energizing the solenoid. The valve's internal bleed shall prevent flooding of the valve box.
- D. Valves shall house a fully-encapsulated, one-piece solenoid. The solenoid shall have a captured plunger with a removable retainer for easy servicing, and a leverage handle for easy turning. The 24 VAC, 60 Hz solenoid shall open with 19.6 VAC minimum at 200 psi. At 24 VAC, average inrush current shall not exceed 0.41 amps.
- E. Valves shall have a brass flow control stem for accurate manual regulation and/or shut off of outlet flow. The valve must open or close in less than one minute at 200 psi, and less than 30 seconds at 20 psi.
- F. Valves shall have a self-cleaning stainless steel screen designed for use in dirty water applications.
- G. Valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.
- H. Control valves shall be Electric Remote Control Plastic Scrubber Valves, of the appropriate size and type, as manufactured by Rain Bird Sprinkling Mfg. Corporation, Hunter ICV Control Valves with Filter Sentry.

2.7 QUICK-COUPLING VALVES

- A. Quick-coupling valves shall be a 1" minimum one piece type; constructed on heavy cast brass. The cover shall be a durable, self-closing, and locking rubber cover. The valves shall be opened and closed by a brass key of the same manufacturer, having an appropriate outlet. The valve throat shall have a keyway with detent positions for regulating flow.
- B. Quick-coupling valves shall be Model 3-RC, as manufactured by Rain Bird Sprinkling Mfg. Corp

2.8 CONTROL WIRE

- A. Control wire shall be UF No. 14 gauge or larger; conforming to the requirement of Section 05123. For two wire systems, shall use Maxi-cable 14-2 paired 14 awg double jacketed wire. Control wire to be placed in ¾-1" conduit with sweep elbows into each valve box. For multiple wire pats, each path shall be colored differently. Polypipe is acceptable for two wire conduit.

2.9 SPRINKLING SYSTEM CONTROLLER

- A. Sprinkling system controller shall be capable of fully automatic or manual operation of the system.
- B. The controller shall operate on a 17 VAC, plus or minus 10%, power input; and be capable of operating four 24 VAC electric remote control valves per station. The controller shall have a reset circuit breaker to protect it from power overload.
- C. The controller shall be constructed such that all internal parts are accessible through the controller door without disturbing the cabinet installation.
- D. The controller shall be a WeatherTRAK ETPro3-CH2o-2W two-wire controller, of the appropriate size and type, and CWM enclosure (cold rolled steel coated wall mount). Other enclosure options include: SWM (Stainless Wall Mount), SPT (Heavy Duty Stainless

pedestal), CWM-CPED (Light Duty Coated Pedestal).

- E. The decoders shall be WeatherTRAK H2O-2, installed with each solenoid valve.
- F. The enclosure for the controller shall be a combined 120/240 volt commercial meter socket with enclosure, as required.
 - 1. The enclosure unit shall have a compact, double door, front and back design; to provide viewing and programming convenience.
 - a. Construction shall be 100 percent stainless steel; finish shall be brushed stainless steel.
 - b. The unit shall be weather and vandal resistant, NEMA TYPE 3R rated, with three-point locking system; and shall be UL listed.
 - c. The unit shall have a 10-year limited warranty.
 - 2. Meter section:
 - a. UL listed, E.U.S.E.R.C. 308 accepted commercial meter socket, 100 amp rated, with test block bypass provision.
 - b. Hinged viewing window to provide convenient access for metering agency.
 - c. Shall include 100 amp load center with 8 positions.
 - d. Surge/line protection shall be WeatherTRAK WT2W-LSP. Line surge protection required for every five valves or 500 ft along the two-wire path.
 - 3. The enclosures shall be Strong Box Metered Stainless Steel Combination Enclosure, Model SB- 24SS / 120/240 V, as required and as manufactured by V.I.T. Products, Inc.

2.10 MISCELLANEOUS ITEMS

- A. Miscellaneous appurtenant items shall be provided as indicated on the drawings or as required to complete the sprinkler system.

2.11 PIPE BEDDING AND BACKFILL MATERIALS

- A. Bedding: As specified in Sections 02112 and 02116.
- B. Backfill: As specified in Sections 02112 and 02116.

2.12 ACCESSORIES

- A. Service Clamps: shall be bronze, double-strap type; Mueller No. H-16134, for up to 2 inch service lines.
- B. Concrete for Thrust Restraints: Concrete type specified in Section 03300.
- C. Manhole and Cover: Refer to Section 02340.

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall furnish all labor, materials and equipment as required to construct the complete automatic, underground sprinkling system, as described herein and as shown on the design drawings, as indicated on the submittal drawings; and shall furnish and install all supplementary and miscellaneous items, appurtenances, and devices incidental to or

necessary for a workable and complete sprinkling system installation.

- B. All material shall be installed according to the manufacturer's written instructions and recommendations.
- C. The Contractor shall test the entire sprinkling system to assure proper operation prior to final inspection with City representation for systems check

3.2 EXAMINATION

- A. Verify that design drawings conform to project conditions.
- B. Verify that existing water main sizes and locations are as indicated on the drawings.

3.3 PREPARATION

- A. Cut pipe ends square, ream pipe ends to full pipe diameter, remove burrs.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges, mechanical joints or mechanical couplings.

3.4 TRENCHING

- A. Trenching for the sprinkling system shall be done to ensure proper grades, slopes and alignment; and to provide minimum cover over main lines of 24-inches and 12-inches over laterals.
- B. See Section 02112 and Sections 02115 and 02116 for additional requirements.
- C. Hand trim excavation for accurate placement of pipe to elevations indicated.
- D. Form and place concrete for pipe thrust restraints at each change of pipe direction. Place concrete to permit full access to pipe and pipe accessories. Provide required area of thrust restraint bearing on subsoil as indicated on the drawings.
- E. Backfill around sides and to top of pipe zone with pipe bedding material, tamp in place and compact to required density.
- F. Backfill trench from top of pipe zone to top of trench with trench backfill material, tamp in place and compact to required density.

3.5 INSTALLATION - PIPE

- A. Group piping with other piping work whenever practical, per City Standard LS-11.
- B. Establish elevations of buried piping to ensure not less than 2 feet of cover over main lines and 12 inches over laterals; or as indicated on the drawings.
- C. Install pipe to indicated elevation to within tolerance of one inch.
- D. Install ductile iron piping and fittings to AWWA C600.
- E. Install PVC pressure pipe and fittings to ASTM D2774.

- F. Install pipe lines to line and grade indicated.
- G. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- H. Slope water pipe and position drains at low points.
- I. Install trace wire above top of PVC and PE pipe; coordinate with Section 02112.

3.6 INSTALLATION - VALVES

- A. Set valves on concrete block.
- B. Center and plumb valve box over valve operating nut. Set box cover flush with finished grade.

3.7 INSTALLATION - CONTROL VALVES

- A. Install control valves where and as shown on the submittal drawings.
 - 1. Each control valve shall have threaded unions installed immediately upstream and downstream of all valves.
 - 2. Each control valve shall have its own isolation valve, immediately upstream of the first union. No "Action" manifolds allowed.
 - 3. Install only one control valve per rectangular box. Valve box to be Carsen Jumbo size, or approved equal by the City.
 - 4. Use of male adapters are prohibited.
- B. Set valves on concrete block.
- C. Center and plumb valve boxes and brace over valves. Set box cover flush, not level, with finished grade. All valve lids to have label of the assigned zone number.

3.8 INSTALLATION - QUICK-COUPLING VALVES

- A. Quick-coupling valves shall be installed where and as shown on the submittal drawings.
- B. Quick-coupling valves are to be installed in the system to provide the Owner access so that the system can be winterized by blowing out the system with compressed air; therefore, the valves shall be located as indicated on the drawings.

3.9 INSTALLATION - AUTOMATIC CONTROLLER

- A. The controller and remote control valves shall be compatible, having similar operational and adjustment features.
- B. The controller shall have a weatherproof panel enclosure; with the controller mounted on a pedestal, where and as indicated on the drawings; in such a manner that all normal adjustments can be conveniently made by the operator.
- C. The controller shall be properly grounded in accordance with local codes.
- D. Control wire shall be installed from the controller to all control valves and other equipment as required for proper operation of the sprinkling system.

3.10 WIRE AND ELECTRICAL WORK

- A. Electrical control and ground wire shall be suitable for sprinkler control cable of sizes indicated on the drawings and as recommended by the manufacturer or supplier.
- B. Use Type "UF", 600 volt, stranded or solid copper, single conductor wire, with PVC insulation and bearing UL-approved for direct underground burial, for connecting the automatic remote control valves to the automatic controller.
 - 1. Use wire with 4/64-inch insulation, minimum covering of ICC-100 compound for positive weatherproofing protection.
 - 2. For wire sizes 14, 12, 10 and 8 use a single conductor solid copper wire; and for sizes 6 and 4 use stranded copper wire.
 - 3. Control or "hot" wires shall be red and all common or "ground" wires shall be white.
- C. Make all connections with UL acceptance 3M DBRY-6 type seal to make a waterproof connection.
- D. Verify that all wire types and installation procedures conform to NEC and local codes.

3.11 INSTALLATION - SPRINKLER HEADS

- A. Flush the sprinkler system thoroughly to remove all foreign materials prior to the installation of sprinkler heads.
- B. Install rotor pop-up heads with a swing joint connection, as indicated on the drawings.
 - 1. All swing joints shall consist of three 90 degree Schedule 40 PVC street ells and Schedule 80 nipples with a minimum length of 12 inches.
 - 2. Size of swing joint pipe and fittings shall be as shown on the drawings.
- C. Install spray heads as indicated on the drawings.

3.12 BACKFLOW PREVENTER STATION

- A. Provide Reduce Pressure Zone (RPZ) where and as indicated on the drawings; see Section 02586.

3.13 CONNECTIONS TO EXISTING WATER LINES

- A. Connection to existing water lines shall be made where and as indicated on the drawings. The sizes of pipe, fittings, valves and appurtenant items required to make connection shall correspond to the sizes of existing pipe and of project pipe.
- B. Excavate to existing pipe line at point of connection; determine actual conditions of existing pipe and all fittings and appurtenant items required to make the connection; and have all materials needed on site prior to any shut down or cutting into existing pipe lines.
- C. Connections that involve cutting into existing pipe lines include: cutting and removing sections of existing pipe and fittings as required; cleaning and preparing ends of existing pipe as required for connection; furnishing and installing all new pipe, fittings and valves required to make the connection of project pipe to the existing pipe as indicated; and all appurtenant work required to complete the connection.

- D. Connection into existing pipe lines under pressure include: furnishing and installing mechanical joint tapping sleeve of the appropriate size on the existing pipe at point of connection; furnishing and installing tapping valve, with valve box, on sleeve; tapping existing pipe with drilling machine and equipment, without interrupting flow in existing pipe line; and all appurtenant work required to complete the connection.
- E. Connection to existing pipe line shall be made at such times and within the time limits and according to the directions as agreed to between the Contractor and the City Engineer.

3.14 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01400.
- B. Pressure test water piping to 1.25 times pipe line working pressure in psi.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to City.

3.15 OPERATIONAL TESTING

- A. Provide the City Engineer or City Inspector with seven days written notice of sprinkling operational system test.
- B. Test shall consist of the operation of the entire system through one cycle of controller for propose of checking coverage and assuring of absence of leaks.
 - 1. Repair water lines, valves, or connections which show evidence of leakage.
- C. After all repairs or replacements have been made and accepted by the City Engineer or City Inspector, repeat the above required test.

END OF SECTION

SPECIAL PROVISION

**SECTION 0724M
AUTOMATIC SPRINKLING SYSTEM**

Replace 2.9.D-E SPRINKLING SYSTEM CONTROLLER as follows:

2.9 SPRINKLER SYSTEM CONTROLLER

- D. The controller shall be a Weather TRAK LC+ or ETPro3 (traditional wire) as indicated on the plans. Each controller shall be provided with a cold rolled steel pedestal constructed of 16-gauge steel with a powder coated external coating system. Each pedestal shall have an adaptor for the applicable LC+ or ETPro3 model with a key-lock entry system.
- E. Decoders are not required.

- END OF SECTION -

SECTION 02726

LANDSCAPING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Fertilizing.
- C. Seeding
- D. Maintenance.

1.2 RELATED SECTIONS

- A. Section 02112 - Trenching: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- B. Section 02100- Roadway and General Excavation: Slopes protection and topsoil placement.

1.3 REFERENCES

- A. Standards of Official Seed Analysis of North America.
- B. ANSI Z60.1, American Standard for Nursery Stock.

1.4 DEFINITIONS

- A. Weeds: Includes Cheatgrass (*Bromus Tectorum*), Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Phragmites.

1.5 SUBMITTALS

- A. See appropriate sections of the Contract Documents for submittal procedures.
- B. Certification: Submit certification of grass species and location of seed source.
- C. Maintenance Data: Include maintenance instructions, cutting method and maximum height; types, application frequency and recommended coverage of fertilizer.
- D. NOI permit and Erosion Control Plan per section 01700.

1.6 QUALITY ASSURANCE

- A. Seeds.
 - 1. Vendor: Company specializing in supplying seed with a minimum five years' experience, and certified by the State of Utah.

2. Installer Qualifications: Company accepted by the seed vendor.
- B. Trees and Shrubs.
 1. Vendor: Company specializing in growing and cultivating trees and shrubs with a minimum five years' experience, and certified by the State of Utah.
 2. Installer Qualifications: Company specializing in installing and planting trees and accepted by tree supplier.

1.7 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating acceptance of fertilizer and herbicide mixture.

1.8 MAINTENANCE AND SERVICE

- A. Furnish service and maintenance of seeded or sodded areas prior to acceptance onto warranty as well as up to the end of warranty when applicable. Seeded areas shall have a 100 percent coverage of full, established growth, free of all weeds, prior to acceptance onto warranty.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Lawn Seed.
 1. Seeded area is to be irrigated, maintained, and kept weed free by the contractor until the turf is fully established with a root depth of 4 inches before acceptance by the City and/or start of the warranty period per the City's land development code.
 2. Lawn Grass Mix. Lawn grass seed shall be fresh, clean, new crop seed; mechanically premixed to the specified proportions. Lawn grass seed shall be a blend of the following seeds: Kentucky Bluegrass, 80%, Rye Grass, 20%; planted at a rate of 3.0 pounds per 1000 square feet.
 3. Standards. Grass seeds shall comply with "Standards of Official Seed Analysts of North America," published by the Association of Official Seed Analysts, most recent edition; for 85% purity, 80% germination and 1% (maximum) weed seed (68% PLS).
 4. Delivery. Seed shall be delivered to the site in original unopened containers, bearing the dealer's guaranteed analysis and germination percentage and a certificate or stamp or release by a County agriculture commissioner.
 5. Seed to be applied by hydraulic method shall be mixed with wood fiber mulch, fertilizer and polymer at 50 pounds per 100 square feet.
 6. Fertilizer: Recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
 7. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.
- B. Trees: Shall be Grade A trees of the type acceptable to the City Engineer; with deciduous 2 ½" caliper, ornamental 1 ½" caliper, and evergreen 6' tall. Trees shall be grown in climatic

conditions similar to those in locality of the Work; with branching, configuration and cane requirements as indicated in ANSI Z60.1, American Standard for Nursery Stock. Provide trees of normal growth and uniform heights, according to the species, with straight trunks and well developed leaders, laterals and roots. Provide legible labels attached to tree indicating botanical genus, species, and size. The following trees are acceptable to the City of Saratoga Springs for Landscaping Dedicated to the City, other trees may be considered on a case by case basis:

Recommended Tree & Plant Palate

PUBLIC PLANTING						
	SPECIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS
Large Shade Trees > 50 ft	Bloodgood London Plane Tree (Platanu Acerifolia 'Bloodgood')		60' x 60'	Allee Regular Clustered	1/3" berry/ N/A	Tolerates Salt, Yellow fall color
	Bur Oak* (Quercus Macrocarpa)		60' x 60'	Allee Regular	Nut/ N/A	Tolerant of Urban conditions, soil adaptable
	Sycamore Maple (Acer psuedoplatanus)		60' x 40'	Allee Regular	Samara/ N/A	Tolerates alkaline and salt conditions
	Silver Linden* (Tilia Tomentosa)		60' x 40'	Allee Regular Clustered	N/A / Yellow green	Green leaf surface, silver underside. Tolerant of heat/drought.
	Expresso Kentucky Coffee Tree (Gymnocladus dioica 'Expresso')		60' x 40'	Allee Regular Clustered	1/3" berry / N/A	Tolerates wide range of conditions/salt
	Emerald Queen Norway Maple* (Acer platanoides 'Emeral Queen')		50' x 40'	Allee Regular Clustered	Smara/ N/A	Tolerant of Urban conditions, soil adaptable
	Accolade Hybrid Elm (Ulmus x "Accolade')		50' x 40'	Allee Regular	Samara / N/A	Pollution/ Salt/ drought tolerant
	Crimson King Maple (Acer Platanoides 'Crimson King')		45' x 40'	Allee Regular Clustered	Samara/ N/A	Well adapted to extremes in soils. Withstands hot, dry condition.

	Magyar Maidenhair Tree* (Ginko Biloba 'Magyar') Male Species Only		50' x 30'	Regular, Clustered	N/A / N/A	Tolerates high ph, salt, urban conditions. Excellent yellow fall color.
	Catalpa (catalpa speciosa) Podless Only		50' x 30'	Allee Regular Clustered	White	Attractive flower, withstands dry, alkaline conditions.
	Austrian Pine (Pinus nigra)		50' x 30'	Clustered	Cone	Can withstand urban conditions and alkaline soils.
	Scotch Pine (Pinus sylvestris)		40' x 30'	Clustered	Cone	Can withstand urban conditions and alkaline soils.
	Cottonwood (Populus sargentii) cottonless variety		80' x 50'	Regular	N/A / N/A	Great fall color. Tolerant of poor soils/salt/drought
	English Columnar Oak (Quercus robur 'fastigiata')		60' x 15'	Allee Regular Clustered	Acorn/ Red	Prefers well drained soil and alkaline conditions.

*Indicates trees suitable for parkstrips

PUBLIC PLANTING						
	SPECIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS
Medium Shade Trees 45 ft to 50 ft	Queen Elizabeth Hedge Maple (Acer Campestre 'Queen Elizabeth')		45' x 45'	Regular Clustered	N/A / N/A	Pollution/salt/drought tolerant
	Rocky Mountain Juniper (<i>Juniperus scopulorum</i>)		40' x 15'	Regular Clustered	Cone / N/A	Drought tolerant/native
	Shangri-La Maidenhair Tree* (Ginko biloba 'Shangri-la')		45' x 25'	Allee Regular Clustered	Seed / N/A	Males should be planted, excellent yellow fall color

	Armstrong Maple* (<i>Acer freemanii</i>)		45' x 15'	Allee Regular Clustered	Samara / N/A	Distinctly upright, soil adaptable
	Common Hackberry* (<i>Celtis occidentalis</i>)		40' x 30'	Regular Clustered	1/3" Berry / N/A	Tolerates drought/pollution/po or soils/ salt
	Little Leaf Linden* (<i>Tilia cordata</i>)		40' x 25'	Allee Regular Clustered	N/A / Yellow green	Tolerant of urban conditions, soil adaptable
	Sensation Box Elder* (<i>Acer negundo</i> 'Sensation')		30' x 30'	Allee Regular Clustered	Samara / N/A	Tolerant of urban conditions/ poor soils/ salt
	Thornless Honeylocust* (<i>Gleditsia triacanthos</i> var. <i>inermis</i>)		30' x 25'	Regular Clustered	Samara / N/A	Brilliant red fall color
	Gamble Oak (<i>Quercus gambelii</i>)		25' x 20'	Clustered	Acorns / N/A	Native/great red fall color/
	Big Tooth Maple (<i>Acer</i> <i>grandidentatum</i>)		30' x 20'	Clustered	Samara / N/A	Great red fall color/requires well drained soil
	Sky Rocket Juniper (<i>Juniperus</i> <i>scopulorum</i> 'Skyrocket')		20' x 3'	Allee Regular Clustered	Cones / N/A	Drought tolerant/withstands alkaline conditions
	Frontier Elm (<i>Ulmus</i> x 'frontier')		30' x 25'	Allee Regular Clustered	N/A / N/A	Resistant to Dutch Elm disease

*Indicates trees suitable for parkstrips

PUBLIC PLANTING						
	SPECIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS
Small Shade Trees <25 ft	Service Berry (Amelanchia sp.)		25' x 20'	Regular, Clustered	Nut/ White	Cream white fragrant flower, tolerates poor soils.
	Tatarian Maple * (Acer Tataricum)		25' x 20'	Clustered	Samara / N/A	Tolerates cold, drought, high ph soils. Excellent red fall color.
	Lavalle Hawthorn* (Crataegus x lavallei)		25' x 20'	Clustered	1/2" berry (persistent) white	Bronzy or coppery- red fall color with bright red persistent berries into winter.
	Canada Red Chokecherry (Prunus virginiana 'Canada Red')		25' x 20'	Allee, Regular, Clustered	1/3" berry white	Soil adaptable, tolerant of urban conditions, very attractive foliage.
	Amur Maackia (Maackia amurensis)		20' x 20'	Allee, Regular, Clustered	1/3" berry / white	Bronzy or coppery- red fall color with bright red persistent berries into winter.
	Flowering Plum (Prunus cerasifera 'Thundercloud')		20' x 15'	Allee, Regular, Clustered	N/A / pink flowers	Purple leaf. Tolerant of urban conditions.
	Crabapple (Malus 'Indian Magic')		20' x 20'	Allee, Regular, Clustered	Orange berry/ Deep pink blossoms	Persistent fruit. Tolerates urban conditions.
	Crabapple (Malus 'prairifire')		20' x 20'	Allee, Regular, Clustered	Red berry/ Red Blossoms	Persistent fruit. Tolerates urban conditions.

*Indicates trees suitable for parkstrips

PUBLIC PLANTING						
	SPECIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS

Hedge	Karl Foerster Feather Reed Grass (<i>Calamagrostis x acutiflora</i> 'Karl Foerster')		4'	Formal Massing	Seed heads/ White/Gold	Very attractive as a hedge in formal massings
	Blue Mist Spirea (<i>Caryopteris x clandonensis</i>)		3 – 5'	Formal Massing	N/A / Blue/Purple	Flowers in summer/early fall
	Rubber Rabbit Brush (<i>Chrysothamnus nauseosus</i>)		4'	Informal Grouping	N/A / Yellow	Yellow fall cover/seeds and cover for birds
	Red Osier Dogwood (<i>Cornus sericea</i>)		8 – 15'	Informal Grouping	White berries / White	Attractive winter red twigs
	Hedge Cotoneaster (<i>Cotoneaster lucida</i>)		4 – 6'	Informal Grouping	Black berries / White	Dark green lustrous leaves in summer
	Mormon Tea (<i>Ephedra nevadensis</i>)		2 – 4'	Informal Grouping	N/A / N/A	Drought tolerant/evergreen
	Forsythia (<i>Forsythia</i>)		4 – 6'	Formal Massing	N/A / Yellow	Early spring flowers are powerful in large massing
	Rose of Sharron (<i>Hibiscus syriacus</i>)		6 – 12'	Formal Massing	N/A / White/Pink/ Purple/Blue	Showy flowers in summer
	Utah Honeysuckle (<i>Lonicera utahensis</i>)		3 – 5'	Formal Massing	Small red berries / white	Traditional pioneer plant
	Maiden Hair Grass (<i>Miscanthus sinensis</i>)		6'	Formal Massing	Seed heads / Bronze/Purple	Very attractive as a hedge in formal massings.
	Heavy Metal Switch Grass (<i>Panicum virgatum</i> 'Heavy Metal')		5'	Formal Massing	Seed heads / gold	Upright/stiff habit
	Mock Orange (<i>Philadelphus coronarius</i>)		8'	Formal Massing	N/A / White	Traditional pioneer plant, fragrant flowers
	Purple Leaf Sand Cherry (<i>Prunus x cistena</i>)		8'	Formal Massing	N/A / White	Red/purple leaves
	Squawbush Sumac (<i>Rhus trilobata</i>)		4 – 6'	Informal Grouping	Small red pubescent	Excellent red fall color

					berries / White	
	Golden Currant (<i>Ribes aureum</i>)		3'	Formal Massing	Yellow spring berries / Yellow	Red fall color/fruit for birds
	Wild Rose (<i>Rosa woodsii</i>)		2 – 6'	Informal Grouping	Rosehips / Pink/image nta	Drought tolerant
	Sutherland Gold Elderberry (<i>Sambucus racemosa</i> 'Sutherland Gold')		8'	Formal Massing	Red/Black berries / White	Edible fruit/attractive yellow foliage
	Snow Berry (<i>Symphoricarpos alba</i>)		3'	Informal Grouping	White berries / White	Showy white berries
	Amur Maple (<i>Acer ginnala</i>)		10' - 20'	Formal Massing	Samara / N/A	Excellent Red Fall Color
	Utah Serviceberry (<i>Amelanchier utahensis</i>)		6 – 15'	Informal Grouping	Red/purple/black pome / White	Important food source for wildlife
	Boxwood (<i>Buxus sempervirens</i>)		2 – 4'	Formal Massing	N/A / N/A	Evergreen shrub
	River Birch (<i>Betula occidentalis</i> 'font clump')		15 – 20'	Informal Cluster	Catkin / N/A	Wet conditions/ Attractive red bark
	Hicks Yew (<i>Taxus x media</i>)		4 – 10'	Formal Massing	N/A / N/A	Evergreen shrub
	American Cranberry Bush Viburnum (<i>Viburnum trilobum</i> 'Bailey Compact')		4'	Formal Massing	N/A / N/A	Rounded formal habit

*Indicates trees suitable for parkstrips

PUBLIC PLANTING						
	SPECIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS
Ground Cover	Bugleweed (Ajuga)		4"	Formal Massing	N/A / Blue/ purple	Many cultivars are well adapted to region.
	Basket of Gold (Alyssum)		8" to 12"	Informal Grouping	N/A / Yellow Flower	Early spring bloomer
	Compinkie Rockcress (Arabis alpine 'Compinkie')		6"	Informal Grouping	N/A / Deep Rose	Evergreen foliage
	Kinnikinnik (Arctostaphylos uva ursi)		6" to 8"	Informal Grouping	Red Berries/ N/A	Evergreen, excellent red fall color.
	Rockcress (Aubrieta)		4" to 6"	Formal Massing	N/A / Magenta	Drought tolerant once established.
	Chocolate Flower (Berlandiera lyrata)		18"	Informal Grouping	N/A / Yellow	Drought tolerant once established.
	Poppy Mallow (Callirhoe involucrata)		2" to 4"	Informal Grouping	N/A / Magenta	Aggressive spreader. Attractive when paired with Berlandiera
	Snow in Summer (Cerastium arvense)		4" to 6"	Formal Massing	N/A / White	
	Dwarf Tickseed (Careopsis 'nana')		6" to 8"	Formal Massing	N/A / Gold	Late spring bloomer.
	Hardy Ice Plant (Delosperma)		4" to 6"	Informal Grouping	N/A / Varies	
	Yarrow (Achillea millefolium)		2' x 2'	Informal Massing	N/A / Yellow Flowers	Drought tolerant.
	Sulphur Flowers (Eriogonum umbellatum aureum)		5"	Informal Grouping	N/A / Yellow	Summer bloomer

	Goblin Blanket Flower (Gaillardia 'Goblin')		12"	Informal Grouping	N/A / Yellow/Red	Heavy reseeder
	Mountain Boxwood (Pachistima myrsinides)		8"	Informal Grouping	N/A / N/A	Evergreen
	Sedum (Sedum)		4" to 12"	Informal Grouping	N/A / Varies	Many cultivars are well adapted to region
	Scarlet Globemallow (Sphaeralcea coccinea)		6" to 12"	Informal Grouping	N/A / N/A	
	Lambs Ear (Stachys Byzantine "Helen Von Stein')		8" to 10 "	Informal Grouping	N/A / Rose-purple	
Small Shrub	Silvermound Sage (Artemesia schmidtiana)		10" to 12"	Formal Massing	N/A / N/A	Uniform Mounding shape
	Black Sage (Artemisia nova)		18"	Informal Grouping	N/A / N/A	Drought tolerant once established.
	Creeping Potentilla (Potentilla neumanniana)		12"	Formal Massing	N/A / Yellow	Slow growing creeping form
	Dwarf Mugo Pine (Pinus Mugo Mops)		3' x 3'	Formal Massing	Cone/ N/A	Evergreen
Perennial	Blue Flax		15"	Formal Massing	N/A / Blue	Heavy reseeder

*Indicates trees suitable for parkstrips

2.2 TESTS

- A. Provide analysis of topsoil fill under provisions of Section 01400.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for acceptance. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this section.

3.2 PREPARATION

- A. Prepare sub-grade in accordance with Section 02116.
- B. Place topsoil where required.
- C. Top of sod or soil to be one-inch below edge of sidewalks, curb & gutter, ball courts, mow strips and other concrete surfaces.
- D. Place topsoil to the following compacted thicknesses:
 - a. Areas to be seeded with grass: 6 inches.
 - b. Areas to be sodded: 4 inches.
 - c. Areas for shrub beds: 18 inches.
 - d. Areas for flower beds: 12 inches.

3.3 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to seeding.
- C. Apply fertilizer no more than 48 hours before installing erosion control mat and seeding.
- D. Lightly water to aid the dissipation of fertilizer.

3.4 PLANTING SEED

- A. Seeding.
 - 1. Turf only. Seeded area is to be irrigated, maintained, and kept weed free by the contractor until the turf is fully established with a root depth of 4 inches prior to acceptance by the City and/or prior to start of the warranty period per the City's land development code. Landscaped Areas. Landscaped areas shall be seeded with grass seed and sod, as required, as described herein.
- B. Seeding shall not be performed when the wind velocity exceeds 5 miles per hour, or is determined detrimental to the uniform distribution of seed.
- C. Till areas to be planted to a depth of not less than 4-inches prior to seeding.
- D. Grade planting areas smooth, even surface with a loose, uniformly fine texture. Roll and rake and remove ridges and fill in depressions as required.
- E. Moisten prepared seeding area by sprinkling to a depth of six inches before planting; the area shall be surface dry at the time of application. Do not create a muddy soil condition.
- F. Seed shall be applied by hydraulic method with a hydro-seeder at the coverage rate

recommended by the seed vendor. Seed may be applied by broadcast or drilled method at the recommended coverage by the seed vendor.

- G. Seeded areas shall have a 100 percent coverage of full, established growth that is free of all weeds.
- H. Rate of Application.
 - 1. Lawn Grass seed mix shall be applied at rate of 4 pounds per 1000 square feet.
- I. All materials must be available for inspection prior to application.
- J. Restore prepared areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.5 PLANTING TREES

- A. Trees. Trees shall be planted where accepted by the City.
- B. Trees shall be planted during normal planting season.
 - 1. Excavate only for depth of root ball. The excavated area for tree planting shall be at least two times the diameter of the root ball, or as recommended by the supplier.
 - 2. Place trees for final orientation review by the City Engineer prior to backfilling the root ball.
 - 3. Installation of trees shall be done according Drawing No. LS-13; and as recommended by the supplier. Backfill material shall be acceptable to the supplier and inspected and accepted by the City Inspector.
 - 4. After installation, trees shall be pruned as required, complying with ANSI A300.
 - 5. Trees shall be protected as recommended by the supplier.

3.6 LANDSCAPED AREAS

- A. Landscaped areas that are to be covered with landscaping bark, rocks or other materials, shall be treated with herbicide to kill weeds to control weed growth.
- B. Landscaped areas shall be watered with the most efficient type sprinkler system available that meets all other City specifications.
- C. Landscaped areas shall have a 100 percent coverage free of all weeds. Prior to acceptance, areas showing root growth failure, bare or thin spots, and eroded or settled areas shall be replanted. Plant with materials of like kind and size. All corrective work will be at no additional cost to the Owner.

3.7 MAINTENANCE REQUIREMENTS FOR LANDSCAPED AREAS DURING WARRANTY PERIODS

- A. Turf.
 - 1. General: Maintain seeded areas prior to acceptance as well as through the warranty period when applicable. Supply additional topsoil, where necessary, including areas affected by erosion or settlement.

2. Watering: Water to ensure uniform seed germination and to keep surfaces of soil damp. Apply water slowly so soil will not puddle or crust.
3. Fertilizing:
 - a. Fertilize during planting; and two weeks after planting.
 - b. Fertilize formulation to be determined from soil analysis taken yearly.
4. Mowing:
 - a. Cut lawn grass for the first time when it reaches a height of 3-inches.
 - b. After first mowing, water to moisten soil from 3-inches to 5-inches deep.
 - c. After first mowing, mow on a 7-day cycle, preferably on Thursdays or Fridays.
 - d. Use string trimmers on all hardscape edging, posts, utilities, etc. on the same day as mowing.
 - e. Use metal blade edgers against concrete/turf areas one time per month.
5. Grading: Roll when required to remove minor depressions or irregularities.
6. Control Growth of Weeds: Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
 - a. Apply 2-4-D chemical for control of broadleaf weeds. Apply when conditions are most beneficial for control of weeds, usually mid-April and mid-September.
7. Reseeding: Immediately replace seed to areas which show deterioration or bare spots.
8. Protection: Protect seeded areas with warning signs during maintenance period. When necessary, erect temporary fences or barriers to control pedestrians.
9. Turf areas shall have 100 percent coverage of full, established growth that is free of all weeds.

B. Trees.

1. General: Maintain trees prior to acceptance as well as through the warranty period when applicable. Supply additional top soil where areas have been affected by erosion or settlement.
2. Maintain tree health immediately after planting. Trim only dead or broken branches; remove clippings and dead branches from the site. Control diseases.
3. Watering:
 - a. After planting, keep ground continuously moist until healthy growth is established.
 - b. Thereafter, deep root water trees two times per month during first year of establishment.
 - c. Deep root watering is required for coniferous trees during winter months.
4. Weeding: Uproot and remove weeds completely. Do not allow growth and germination of weed seeds. Fill in large holes caused by weeding with top soil and rake smooth.
 - a. Maintain weed free tree rings with 3-inch mulch depth. Tree rings to have 2 foot radius.
5. Protection: Protect trees against traffic by erecting temporary barriers and warning signs. Replant damaged trees.
6. Maintain wrappings, guys, turnbuckles, and stakes. Adjust turnbuckles to keep wire tight. Repair or replace accessories where required.

- C. Aeration. Aerate turf areas a minimum of two times per year; in the spring and in the fall. Core aerate; leave cores and break up if needed.

- D. Irrigation System.
 - 1. Repair all breaks immediately.
 - 2. Perform weekly inspections and make needed adjustments.
 - 3. Make seasonal adjustments to controllers as needed.
- E. Erosion and Settlement. Repair trench settling, ruts, and rivulets caused by mowing equipment, irrigation and/or precipitation immediately.

3.8 WARRANTY

- A. All landscaping will be covered by a warranty for a period of one year.
- B. Seeded Areas. At the end of the warranty period, seeded areas shall have a 100 percent coverage of full, established growth; free of all noxious weeds, as defined in this section's definitions.
 - 1. At end of warranty period, replant areas showing root growth failure, bare or thin spots, and eroded or settled areas within 10-days of written notice. Plant with materials of like kind and size, planted in the next growing season, with a new warranty commencing on the date of planting. All corrective work will be at no additional cost to the Owner.
- C. Trees. Warranty for trees shall include death, unhealthy conditions, or if trees die from poor planting practices. Replace any unsatisfactory or dead tree within 10-days of written notice. Provide replacement trees of same size and species, planted in the next growing season, with a new warranty commencing on the date of planting. All corrective work will be at no additional cost to the Owner.

END OF SECTION