



2017 ASPHALT REPLACEMENT

CONTRACT DOCUMENTS

BIDDING REQUIREMENTS, CONTRACT FORMS,

CONDITIONS OF THE CONTRACT,

(TECHNICAL SPECIFICATIONS AND DRAWINGS By Epic Engineering, P.C.)

**Bids will be received at the office of South Valley Water Reclamation Facility
located at**

7495 South 1300 West, West Jordan, Utah 84084, until 2:00 PM on

July 18, 2017

**SECTION 00020
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**BIDDING REQUIREMENTS, CONTRACT FORMS, AND
CONDITIONS OF THE CONTRACT**

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SECTION 00030 - NOTICE INVITING BIDS

RECEIPT OF BIDS: Sealed Bids will be received at the office of the South Valley Water Reclamation Facility; OWNER of the WORK located at 7495 South 1300 West, West Jordan, Utah 84084, until 2:00 PM on July 18, 2017, for construction of "SVWRF – 2017 Asphalt Replacement". Any Bids received after the specified time and date will not be considered.

OPENING OF BIDS: The Bids will be publicly opened and read at 2:00 PM July 18, 2017, at the above-mentioned office of the OWNER.

a) COMPLETION OF WORK: The WORK shall be completed within 75 days of receipt of the notice to proceed.

DESCRIPTION OF WORK: The project consists of the following Items:

- a) Bid Schedule A: Asphalt Replacement. Grind and remove approx. 53,077 SF of existing asphalt pavement and replace with new asphalt pavement. Regrade finished asphalt surface and reconstruct curb, gutter, and sidewalk in some areas to restore proper drainage. Overexcavate, install filter fabric, and replace with import engineered fill in various areas. Perform crack sealing and seal coating of some existing asphalt surfaces.
- b) Bid Schedule B: New Asphalt Pad. Construct new 7,860 SF asphalt pad around north and west sides of existing building in north end of facility. Extend existing building drains beneath pad and to pad edge to daylight in three locations.

SITE OF WORK: The site of the WORK is located at the OWNER's water reclamation facility at 7495 South 1300 West, West Jordan, Utah 84084.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "SVWRF – 2017 Asphalt Replacement."

The Contract Documents may be obtained by qualified bidders, subcontractors and material suppliers at the office of the South Valley Water Reclamation Facility OWNER located at 7495 South 1300 West, West Jordan, Utah 84084 or by electronic download at www.svwater.com up until the time of bid.

BID SECURITY: Each Bid shall be accompanied by a certified check or cashier's check or Bid Bond in the amount of 5 percent of the Total Bid Price payable to the OWNER as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 30 calendar days from the date of bid opening.

PROJECT ADMINISTRATION: Technical communications relative to this WORK shall be directed to the ENGINEER prior to opening of the Bids. Communications relative to the purchase of Bid Documents shall also be directed to the ENGINEER as follows:

Addison Mitton
Epic Engineering
Telephone: 801-955-5605
e-mail: amitton@epiceng.net

OWNER'S RIGHTS RESERVED: The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as the OWNER in its sole discretion shall determine may best serve the interest of the OWNER.

- END OF NOTICE INVITING BIDS -

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a price or quote to a Bidder.
2. INTERPRETATIONS AND ADDENDA.
 - 2.1 All questions about the meaning or intent of the Contract Documents are to be directed to the OWNER. Additions, deletions, or revisions to the Contract Documents considered necessary by the OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Contract Documents. Questions received less than 5 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 2.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
 - 2.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.
3. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.
 - 3.1 It is the responsibility of each Bidder before submitting a Bid:
 - A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical" data referred to below);
 - B. To visit the site and to become familiar with local conditions that may affect cost, progress, or performance, of the WORK;
 - C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;
 - D. To study and carefully correlate the Bidder's observations with the Contract Documents; and
 - E. To notify the OWNER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.
 - 3.2 Reference is made to the Supplementary General Conditions for identification of:
 - A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the OWNER in the preparation of the Contract Documents.
 - B. The OWNER makes no representation as to the completeness of the reports referred to in Paragraph 3.2A above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

- 3.3 Those reports of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities as defined in Article 1 of the General Conditions) which are at or adjacent to the site and which were utilized by the OWNER in the preparation of the Contract Documents. Copies of such report and drawings are available for information at the office of the OWNER.
- 3.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the OWNER by the owners of such Underground Utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or Section 01530 - Protection of Existing Facilities.
- 3.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- 3.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 3.7 On reasonable request in advance, the OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of OWNER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. OWNER reserves the right to require Bidder to execute an Access Agreement with the OWNER prior to accessing the site.
- 3.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- 3.9 The submission of a Bid will constitute an absolute representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 3 and the following:
- A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;
 - B. That Bidder has given the OWNER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the OWNER is acceptable to the Bidder; and

- C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
4. **BID FORMS.** The Bid shall be submitted on the Bid Forms bound herein. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FORM" followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.
5. **CERTIFICATES.**
- 5.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- 5.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- 5.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
6. **DISQUALIFICATION OF BIDDERS.** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder has financial interest in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER reasonably believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, but is disqualified from submitting a Bid directly for the WORK.
7. **QUANTITIES OF WORK.** The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.
8. **COMPETENCY OF BIDDERS.** Only qualified CONTRACTORS may submit a bid for the performance of the WORK.
9. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

10. **BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.
11. **DISCREPANCIES IN BIDS.** In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.
12. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.
13. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
14. **AWARD OF CONTRACT.** Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the OWNER may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.
15. **RETURN OF BID SECURITY.** Within 14 days after award of the contract, the OWNER will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
16. **EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents

within 14 calendar days after receipt of the agreement forms from the OWNER. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

17. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.
18. PREFERENCE FOR RESIDENT CONTRACTORS. The OWNER will apply the provisions of Utah Procurement Code 63-56-20.6. titled Preference for Resident Contractors (Utah Code -- Title 63 -- Chapter 56) wherein it is stated "(2) (a) When awarding contracts for construction, a public procurement unit shall grant a resident contractor a reciprocal preference as against a nonresident contractor from any state that gives or requires a preference to contractors from that state. (b) The amount of the reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor."

- END OF INSTRUCTIONS TO BIDDERS -

SECTION 00300 – BID FORMS

BID

BID TO: South Valley Water Reclamation Facility

1. The undersigned Bidder proposes and agrees, if this Bid is accepted to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled "South Valley Water Reclamation Facility – 2017 Asphalt Replacement".
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the dispositions of the Bid security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged):

Number _____	Date _____
_____	_____
_____	_____
_____	_____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid Forms contained in the Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid forms.

Dated: _____ Bidder: _____

By: _____

Title: _____

BID CERTIFICATE

(if Corporation)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____ a corporation existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ President of this Corporation, be and is hereby authorized to execute the Bid dated _____, 20____, to the South Valley Water Reclamation Facility by this Corporation and that his/her execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

BID CERTIFICATE

(if Partnership)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a partnership existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ General Partner of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20____, to the South Valley Water Reclamation Facility by this Partnership and that his/her execution thereof, attested by the General Partner shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

General Partner

(SEAL)

BID CERTIFICATE

(if Joint Venture)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ a joint venture existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20____, to the “South Valley Water Reclamation Facility by this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Managing Partner

(SEAL)

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of all subcontractor(s) that the prime contractor intends to use on this project.

<u>Subcontractor. License Number</u> _____	<u>Subcontractor's Name, Address, and Telephone Number</u> _____ _____ _____
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<u>Subcontractor. License Number</u> _____	<u>Subcontractor's Name, Address, and Telephone Number</u> _____ _____ _____
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<u>Subcontractor. License Number</u> _____	<u>Subcontractor's Name, Address, and Telephone Number</u> _____ _____ _____
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INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 6, will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all the Bidder's General Information is delivered to the OWNER.

(1) CONTRACTOR's name and address:

(2) CONTRACTOR'S telephone number: _____

CONTRACTOR's fax number: _____

(3) CONTRACTOR's license: Primary Classification _____

State License No. and Expiration Date _____

Specialty classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

(5) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR's current financial condition.

(6) ATTACH TO THIS BID a list of all construction contracts completed by the CONTRACTOR during the last 5 years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner.
- Name of Project.
- Location of Project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of the contract.
- Name, address, and telephone number of architect or engineer.
- Name of owner's project engineer.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

AND SUBMITTED WITH BID

STATE OF)

) SS:

COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: _____

Subscribed and sworn to before me

this ____ day of _____, 20____

Notary Public in and for the
County of _____
State of _____

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the South Valley Water Reclamation Facility hereinafter called "OWNER," in the sum of _____ dollars, for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled "South Valley Water Reclamation Facility – 2017 Asphalt Replacement."

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instruction to Bidder" enters into a written Agreement on the form of agreement bound with said Contract documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such bid and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

- END OF BID FORMS -

BID SCHEDULES

PART 1 – GENERAL

1.01 CONSTRUCTION CONTRACT

- A. Name of Project: SVWRF – 2017 ASPHALT REPLACEMENT

1.02 SCHEDULES TO BE ADDED TO THE AGREEMENT

- A. Bid Schedules A & B contain the schedule of prices which will be incorporated into the Agreement by reference.

1.03 TAXES

- A. The Bidder agrees that all sales, consumer, use, and other similar taxes are included in the stated bid prices for the Work, unless provision is made herein for the Bidder to separately itemize the estimated amount of tax.

1.04 SCHEDULES OF PRICES

- A. **Unit Price Bid:** Schedule of Prices for “SVWRF – 2017 Asphalt Replacement” as specified and shown on the Drawings. Bidder shall complete Bid Schedules A & B in their entirety.
- B. The sum of the prices for Bid Schedule A shall be the basis for determination of the lowest responsible, responsive bidder.
- C. The OWNER reserves the right to award Bid Schedule A or both Bid Schedules A & B, or to not award the WORK, whichever may be deemed in the best interest of the OWNER by the OWNER.

**BID SCHEDULE A
2017 ASPHALT REPLACEMENT**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS		
2	Sawcut Asphalt	123	LF		
3	Sawcut and Remove Curb & Gutter	184	LF		
4	Sawcut and Remove Curb	216	LF		
5	Grind and Remove Existing 4" Asphalt	53,077	SF		
6	Over-Excavation & Import Backfill	404	CY		
7	Filter Fabric	10,894	SF		
8	8" Thick Road Base	521	TON		
9	4" Thick Asphalt Pavement	53,376	SF		
10	Waterway	291	LF		
11	Curb and Gutter	402	LF		
12	4" Thick Sidewalk	309	SF		
13	Remove Concrete Collar for Valve Box	12	EA		
14	New Concrete Collar for Valve Box	15	EA		
15	Realign Valve Box	4	EA		
16	Remove Concrete Collar for Manhole	8	EA		
17	New Concrete Collar for Manhole	11	EA		
18	Realign Manhole	3	EA		
	BID SCHEDULE A TOTAL				
(written in words)					

**BID SCHEDULE B
2017 ASPHALT REPLACEMENT**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS		
2	Sawcut Asphalt	58	LF		
3	Over-Excavation & Import Backfill	72	CY		
4	Road Base	682	TON		
5	4" Thick Asphalt Pavement	7,860	SF		
6	2' x 2' Storm Drain Box	3	EA		
7	4" Cast Iron Pipe	100	LF		
	BID SCHEDULE B TOTAL				
(written in words)					

- END OF BID SCHEDULES -

SECTION 00500 – AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between South Valley Water Reclamation Facility (hereinafter called OWNER) and _____ (Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the OWNER's Contract Documents entitled "SVWRF - 2017 Asphalt Replacement". The WORK is generally described as follows:

The WORK consists of grinding and removing approximately 53,077 SF of existing asphalt pavement and replacing with new asphalt pavement. The work also includes reconstructing limited portions of curb, gutter, and sidewalk to restore proper drainage. Overexcavation, installation of filter fabric, and replacing with import engineered fill in various areas is required. Crack sealing and seal coating of some existing asphalt surfaces is also included. In addition, work may include the construction of a new 7,860 SF asphalt pad around north and west sides of an existing building located at the north end of facility.

ARTICLE 2. CONTRACT TIMES

1. COMPLETION OF WORK: The WORK shall be completed within 75 days of receipt of the notice to proceed.

ARTICLE 3. LIQUIDATED DAMAGES

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$500.00 for each day that expires after the time specified in Article 2 herein.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following attachments to this Agreement:

- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-5, inclusive).
- Bid Forms including the Bid, Bid Schedule(s), information required of Bidder, Bid Bond, and all required certificates and affidavits (pages 00300-1 to 00300-8 and 00310-1 to 00310-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-1, inclusive).
- Payment Bond (pages 00620-1 to 00620-1, inclusive).
- General Conditions (pages 00700-1 to 00700-36, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-8, inclusive).
- Supplementary General Conditions (pages 00810-1 to 00810-4, inclusive).
- Technical Specifications consisting of Division 1 thru Division 3, as listed in the Tables of Contents.
- Drawings consisting of 7 sheets, as listed in the Table of Contents/List of Drawings.
- Addenda numbers __ to __, inclusive.
- Notice to Proceed.
- Change Orders which may be delivered or issued after Effective Date of this Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

ARTICLE 7. ASSIGNMENTS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction

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

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER:
South Valley Water Reclamation Facility
By _____
(Jerry L. Knight, Board Chairman)

CONTRACTOR:

By _____

Attest _____

[CORPORATE SEAL]

Address for giving notices:
South Valley Water Reclamation Facility
7495 South 1300 West
West Jordan, Utah 84084

Attest _____

Address for giving notices

Approved as to Form:

(Signature)

Agent for service of process: _____

(Facility Attorney)

Telephone No. for Agent

AGREEMENT CERTIFICATE

(if Corporation)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____ a corporation existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ President of this Corporation, be and is hereby authorized to execute the Agreement dated _____, 20____, to the South Valley Water Reclamation Facility by this Corporation and that his/her execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

AGREEMENT CERTIFICATE

(if Partnership)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Agreement dated _____, 20____, by and between this Partnership and South Valley Water Reclamation Facility by this Partnership and that his/her execution thereof, attested by the General Partner shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

General Partner

(SEAL)

AGREEMENT CERTIFICATE

(if Joint Venture)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Agreement dated _____, 20____, by and between this Joint Venture and South Valley Water Reclamation Facility and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Managing Partner

(SEAL)

SECTION 00610 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR,
and _____ as Surety,
are held and firmly bound unto South Valley Water Reclamation Facility hereinafter called
"OWNER," in the sum of
_____ dollars,

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been
awarded and is about to enter into the annexed Agreement with said OWNER to perform the
WORK as specified or indicated in the Contract Documents entitled "SVWRF - 2017 Asphalt
Replacement."

NOW THEREFORE, if said CONTRACTOR shall perform all the requirements of said Contract
Documents required to be performed on its part, at the times and in the manner specified therein,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or
changes in the time of completion, which may be made pursuant to the terms of said Contract
Documents, shall not in any way release said CONTRACTOR or said Surety hereunder, nor shall
any extensions of time granted under the provisions of said Contract Documents, release either
said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement
is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunder set our hands this _____ day
of _____, 20____.

(SEAL)
(CONTRACTOR)

(SEAL)
(Surety)

By: _____
(Signature and SEAL)

By: _____
(Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SECTION 00620 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR,
and _____ as Surety,
are held and firmly bound unto the South Valley Water Reclamation Facility hereinafter called
"OWNER," in the sum of

_____ dollars,

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that said CONTRACTOR has been
awarded and is about to enter into the annexed Agreement with said OWNER to perform the
WORK as specified or indicated in the Contract Documents entitled "SVWRF - 2017 Asphalt
Replacement."

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials,
equipment, or other supplies, or for rental of same, used in connection with the performance of
work contracted to be done, or for amounts due under applicable State law for any work or labor
thereon, said Surety will pay for the same in an amount not exceeding the sum specified above,
and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the
court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to
file claims under applicable State law so as to give a right of action to them or their assigns in any
suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or
changes in the time of completion, which may be made pursuant to the terms of said Contract
Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall
any extensions of time granted under the provisions of said Contract Documents release either
said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement
is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 20____.

_____(CONTRACTOR) (SEAL) _____(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

- END OF BID FORMS -

**SECTION 00700
GENERAL CONDITIONS**

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated:

Addenda – Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement – The written contract between the OWNER and the CONTRACTOR for the performance of the WORK pursuant to the Contract Documents. Documents incorporated into the contract by reference become part of the contract and of the Agreement.

Application for Payment – The form furnished by the ENGINEER and completed by the CONTRACTOR to request progress or final payment including supporting documentation to substantiate the amounts for which payment is requested.

Bid – The offer or proposal of a Bidder, submitted on the prescribed form, setting forth the price or prices for the WORK to be performed.

Bidder – Any person, firm or corporation submitting a Bid for the WORK.

Bonds – Bid, Performance and Payment Bonds and other instruments which protect the OWNER against loss due to inability or refusal of the CONTRACTOR to perform pursuant to the Contract Documents.

Change Order – A document recommended by the OWNER'S REPRESENTATIVE, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents – The documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK, consisting of the Drawings, Technical Specifications, General Conditions, Supplementary General Conditions, Notice Inviting Bids, Instructions to Bidders, Addenda, CONTRACTOR's Bid, Information Required of Bidder, Agreement, Performance Bond, Payment Bond, Notice To Proceed and Change Orders. Only printed or hard copies of the documents listed above are Contract Documents.

Contract Price – The total monies payable by the OWNER to the CONTRACTOR for completion of the WORK under the terms and conditions of the Contract Documents.

Contract Time – The number of successive Days or the date stated in the Contract Documents for Substantial Completion of the WORK. The Contract Time begins to run on the date specified in the Notice to Proceed.

CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work – Work that: is unsatisfactory, faulty, or deficient; does not conform to the Contract Documents; does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings – The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the WORK.

Effective Date of the Agreement – The date indicated in the Agreement on which it was executed.

ENGINEER – The person, firm or corporation named as such in the Contract Documents.

Field Order – A written order issued by the OWNER which requires minor changes in the WORK, but which does not involve a change in the Contract Price or Contract Time.

General Requirements – Division 1 of the Technical Specifications.

Laws and Regulations; Laws or Regulations – Includes any and all applicable state, federal and local statutes, common law, rules, regulations, ordinances, codes, and/or orders.

Notice of Award – The OWNER's written notice to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein by the apparent successful Bidder within the time specified, the OWNER will enter into the Agreement.

Notice to Proceed – The OWNER's written notice to the CONTRACTOR authorizing the CONTRACTOR to proceed with the work and establishing the date of commencement of the Contract Time.

OWNER – SOUTH VALLEY WATER RECLAMATION FACILITY.

OWNER'S REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the site or any part thereof.

Partial Utilization – Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

Project – A unit of total construction of which the WORK to be provided under the Contract Documents, may be the whole, or a part thereof.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, standard schedules, performance charts, instruction, and diagrams to illustrate material or equipment for some portion of the WORK.

Specifications – (Same definition as for Technical Specifications hereinafter).

Subcontractor – An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK.

Substantial Completion – That state of construction when the WORK has progressed to the point where, in the opinion of the OWNER as evidenced by the Notice of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized

for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

Supplementary General Conditions – The part of the Contract Documents which makes additions, deletions, or revisions to these General Conditions.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Data – The factual information contained in reports describing physical conditions, including exploration method, plans, logs, laboratory test methods and factual data. Technical Data does not include conclusions, interpretations, interpolations, extrapolations or opinions contained in reports or reached by the CONTRACTOR.

Technical Specifications – Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and any encasements containing such facilities which have been installed under ground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK – The entire construction required to be furnished under the Contract Documents. WORK is the result of performing services, furnishing labor and supervision, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS/INSURANCE CERTIFICATES

- A. The CONTRACTOR shall deliver to the OWNER the Bonds and insurance certificates required by the Contract Documents within ten (10) days after receiving the Notice of Award from the OWNER.

2.02 COPIES OF DOCUMENTS

- A. The OWNER shall furnish the CONTRACTOR five copies of the Contract Documents (Specifications and reduced Drawings), together with two sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost.

2.03 STARTING THE PROJECT

- A. The CONTRACTOR shall begin construction of the WORK within 10 days after the commencement date stated in the Notice to Proceed, but shall not commence construction prior to the commencement date.

2.04 BEFORE STARTING CONSTRUCTION

- A. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents to check and verify pertinent figures and dimensions shown thereon with all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the OWNER before proceeding with any work affected thereby.
- B. The CONTRACTOR shall submit to the OWNER for review those documents called for under the Section entitled “Contractor Submittals” in the General Requirements.

2.05 PRECONSTRUCTION CONFERENCE

- A. The CONTRACTOR shall attend a preconstruction conference with the OWNER, the ENGINEER and others as appropriate to discuss the construction of the WORK in accordance with the Contract Documents.

2.06 FINALIZING SCHEDULES

- A. At least 7 days before the CONTRACTOR's submittal of its first Application for Payment, the CONTRACTOR, the OWNER, and others as appropriate will meet to finalize the schedules submitted in accordance with the General Requirements.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT

- A. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK. The Contract Documents are complementary, what

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. All work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the completed work shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes or any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, the CONTRACTOR shall immediately report it to the OWNER in writing and before proceeding with the work affected thereby. The OWNER shall then make a written interpretation, clarification, or correction.

3.02 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, or the order of precedence shall be as follows:
 - 1. Change Orders
 - 2. Agreement
 - 3. Addenda
 - 4. Supplementary General Conditions
 - 5. General Conditions
 - 6. Technical Specifications
 - 7. Referenced Standard Specifications
 - 8. Drawings
 - 9. Contractor's Bid (Bid Form).
- B. With reference to the Drawings the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions
 - 2. Detail drawings govern over general drawings

3. Addenda/change order drawings govern over general drawings
4. Contract Drawings govern over standard drawings.

3.03 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- A. The Contract Documents may be amended by a Change Order (pursuant to Article 10) to provide for additions, deletions or revisions in the WORK or to modify terms and conditions.

3.04 REUSE OF DOCUMENTS

- A. Neither the CONTRACTOR, Subcontractor, Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without the written consent of the OWNER and the ENGINEER.

ARTICLE 4 – AVAILABILITY OF LANDS: PHYSICAL CONDITIONS, REFERENCE POINTS

4.01 AVAILABILITY OF LANDS

- A. The OWNER shall furnish the lands, rights-of-way and easements upon which the WORK is to be performed and for access thereto, together with other lands designated for the use of the CONTRACTOR in the Contract Documents. Easements for permanent structures or permanent changes in existing major facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of the easement furnished to the ENGINEER prior to its use. Neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any properties.

4.02 PHYSICAL CONDITIONS – SUBSURFACE AND EXISTING STRUCTURES

- A. Explorations and Reports: The Supplementary General Conditions may identify exploration reports and subsurface conditions tests at the site that have been utilized by the OWNER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the Technical Data contained in these reports. The CONTRACTOR is responsible for the interpretation, extrapolation or interpolation of all technical as well as nontechnical data and its reliance on the completeness, opinions and interpretation of the reports.
- B. Existing Structures: The Supplementary General Conditions identify the drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.04 herein) which are at or contiguous to the site that have been utilized by the OWNER in the preparation of the Contract Documents. The CONTRACTOR is responsible for the interpretation, extrapolation or interpolation of all

technical as well as nontechnical data and its reliance on the completeness, opinions and interpretation of the reports.

4.03 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall notify the OWNER upon encountering any of the following unforeseen conditions, hereinafter called "differing site conditions," during the prosecution of the WORK. The CONTRACTOR's notice to the OWNER shall be in writing and delivered before the differing site conditions are disturbed, but in no event later than 14 days after their discovery.
1. Subsurface or latent physical conditions at the site of the WORK which could not reasonably have been discovered through diligent inspection by CONTRACTOR before his Bid was submitted which differs materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Paragraph 4.02; and
 2. Physical conditions at the site of the WORK of an unusual nature which could not reasonably have been discovered through diligent inspection by CONTRACTOR before his Bid was submitted and which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Paragraph 4.02.
- B. The OWNER will review the alleged differing site conditions, determine the necessity of obtaining additional explorations or tests with respect to verifying their existence and extent.
- C. If the OWNER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the differing site conditions.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to the differing site conditions. If the OWNER and the CONTRACTOR are unable to agree as to the amount or length of the Change Order, a claim may be made as provided in Articles 11 and 12.
- E. The CONTRACTOR's failure to give written notice of differing site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.04 PHYSICAL CONDITIONS – UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER by the owners of Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions, the OWNER and the ENGINEER shall not be responsible for the accuracy or completeness of any Underground Utilities information or data. The CONTRACTOR's responsibility relating to underground utilities are: review and check all information and data, locate all Underground Utilities shown or indicated in the Contract Documents, coordinate the WORK with the owners of Underground Utilities during construction, safeguard and

protect the Underground Utilities, and repair any damage to Underground Utilities resulting from the WORK. The cost of all these activities will be considered as having been included in the Contract Price.

- B. Not Shown or Indicated: If an Underground Utility not shown or indicated in the Contract Documents is uncovered or revealed at or contiguous to the site and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of the Underground Utility, give written notice of the location to that owner and notify the OWNER.

4.05 REFERENCE POINTS

- A. The OWNER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR in laying out the WORK. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks. In case of their removal or destruction by its own employees or by its subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of reference points by professionally qualified personnel at no additional cost to the OWNER.

ARTICLE 5 – BONDS AND INSURANCE

5.01 PERFORMANCE, PAYMENT AND OTHER BONDS

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount of 100% of the Contract Price as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Performance Bond shall remain in effect at least until one year after the date of Notice of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. After the OWNER issues the Notice of Completion, the amount of the Performance Bond may be reduced to 10 percent of the Contract Price, or \$1,000, whichever is greater. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days after written approval by the OWNER of a substitute Bond and Surety substitute the approved Bond and Surety.

5.02 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. This insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever is greater. The CONTRACTOR's liabilities under the Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. The CONTRACTOR shall furnish the OWNER with certificates indicating the type, amount, class of operations covered, effective dates and expiration dates of all policies. All insurance policies purchased and maintained (or the certificates or other evidence thereof)

shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. Contract or certificate terms which state that reasonable efforts will be made to notify the OWNER prior to cancellation, change or renewal of the policy are not acceptable. All insurance shall remain in effect until the OWNER issues the Notice of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with Paragraph 13.01B or completing punch list items required by the Notice of Substantial Completion. In addition, the insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the OWNER, the ENGINEER, and their officers, agents, and employees as "additional insured" under the policies. All liability insurance policies shall be occurrence and not claims made policies.

1. Workers' Compensation and Employer's Liability: This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in the WORK unless its employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In the event a class of employees is not protected under the Workers' Compensation Statute, the CONTRACTOR or Subcontractor, as the case may be, shall provide adequate employer's liability insurance for the protection of its employees not protected under the statute.
2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees and damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees or subcontractors. The policy shall include the following endorsements: (1) Protective Liability endorsement to insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions in these General Conditions; (2) Broad Form Property Damage endorsement; (3) Personal Injury endorsement to cover personal injury liability for intangible harm. The Comprehensive General Liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground structures.
3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form. The policy shall protect the CONTRACTOR against all claims for injuries to employees, members of the public and damage to property of others arising from the use of CONTRACTOR's motor vehicles, whether they are owned, non-owned, or hired, and whether used or operated on or off the site. The motor vehicle insurance required under this paragraph shall include: (a) motor vehicle liability coverage; (b) personal injury protection coverage and benefits; (c) uninsured motor vehicle coverage; and (d) underinsured motor vehicle coverage.
4. Subcontractor's Insurance: The CONTRACTOR shall require each of its subcontractors to procure and to maintain Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance of the type and in the

amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR's own policy, in like amount.

5. Builder's Risk: This insurance shall be of the "all risk" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER against damage to buildings, structures, materials and equipment. The amount of this insurance shall not be less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR, the OWNER, and the ENGINEER as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, or the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 – CONTRACTOR RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting the attention and applying the skills and expertise necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall employ the superintendent named in "Information Required of Bidder" on the work site at all times during the progress of the WORK. The superintendent shall not be replaced without the OWNER's written consent. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER.
- C. The CONTRACTOR's superintendent, or OWNER approved representative shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until the superintendent is again present at the site.

6.02 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide skilled, competent and suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site.
- B. Except in connection with the safety or protection of persons at the WORK, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours (7:00 a.m. – 6:00 p.m., Monday through Friday), and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday observed by the OWNER without the OWNER's written consent given after prior written notice to the OWNER. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the OWNER in writing. Additional compensation will be paid the CONTRACTOR for overtime work in the event extra work is ordered by the OWNER and the Change Order specifically authorizes the use of overtime work, but only to the extent that the CONTRACTOR pays overtime wages on a regular basis being paid (>40 hours per week) for overtime work of a similar nature in the same locality.
- C. All costs of inspection and testing performed during overtime work approved solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the costs of all inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish, erect, maintain and remove the construction plant, and temporary works and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the WORK.
- E. All materials and equipment incorporated into the WORK shall be of new and good quality, except as otherwise provided in the Contract Documents. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. The CONTRACTOR shall apply, install, connect, erect, use, clean, and condition all material and equipment in accordance with the instructions of the manufacturer and Supplier except as otherwise provided in the Contract Documents.

6.03 ADJUSTING PROGRESS SCHEDULE

- A. The CONTRACTOR shall submit any adjustments in the progress schedule to the OWNER for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.04 SUBSTITUTES AND "OR-EQUAL" ITEMS

- A. The CONTRACTOR shall submit proposed substitutes and "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.05 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its subcontractors and their employees to the same extent as the CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the Agreement.

6.06 PERMITS

- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including furnishing the insurance and bonds required by such agencies. The costs incurred by the CONTRACTOR in compliance with this paragraph shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids, including all utility connection charges for utilities required by the WORK.
- B. The CONTRACTOR shall pay all license fees and royalties and assume all costs when any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others when issued in the construction of the WORK or incorporated into the WORK. If a particular invention, design, process, product, or device is specified in the Contract Documents for incorporation into or use in the construction of the WORK and if to the actual knowledge of the OWNER or the 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 these rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of 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.

6.07 LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in

the Contract Documents in relation to any Laws or Regulations, the CONTRACTOR shall report the same in writing to the OWNER. Notwithstanding any immunity otherwise provided by applicable workers' compensation statutes, the CONTRACTOR shall indemnify, defend and hold harmless the OWNER, the ENGINEER and their officers, agents, and employees against all claims arising from violation of any Laws or Regulations, by CONTRACTOR or by its employees or subcontractors. This indemnity provision is intended to provide the greatest protection of the OWNER and ENGINEER allowed by law. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.

6.08 EQUAL OPPORTUNITY

- A. The CONTRACTOR agrees not to discriminate against anyone because of race, national origin, ancestry, color, religion, sex, age, or disability. The CONTRACTOR agrees to abide by all applicable civil rights Laws and Regulations.

6.09 TAXES

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

6.10 USE OF PREMISES

- A. The CONTRACTOR shall confine construction equipment, stored materials and equipment, and other operations of workers to (1) the Project site, (2) the land and areas identified for the CONTRACTOR's use in the Contract Documents, and (3) other lands whose use is acquired by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall be fully responsible to the owner and occupant of such lands for any damage to the lands or areas contiguous thereto, resulting from the performance of the WORK or otherwise. Should any claim be made against the OWNER or the ENGINEER by owner or occupant of lands because of the performance of the WORK, the CONTRACTOR shall promptly settle the claim by agreement, or resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any owner or occupant of land against the OWNER or the ENGINEER to the extent the claim is based or arises out of the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The 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 or near the work site and other persons and organizations who may be affected by activities on or near the work site.

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, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Unless the CONTRACTOR otherwise designates in writing a different individual as the responsible individual, the CONTRACTOR's superintendent shall be CONTRACTOR's representative at the site whose duties shall include providing all persons on the work site with a reasonably safe environment and the prevention of accidents.

6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with the applicable procedures specified in the General Requirements, the CONTRACTOR shall submit all shop drawings to the OWNER for review and approval in accordance with the approved schedule for shop drawing submittals specified in the General Requirements.
- B. The CONTRACTOR shall also submit to the OWNER for review and approval all samples in accordance with the approved schedule of sample submittals specified in the General Requirements.
- C. Before submitting shop drawings or samples, the CONTRACTOR shall determine and verify all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and review or coordinate each shop drawing or sample with other shop drawings and samples and with the requirements of the WORK and the Contract Documents. The CONTRACTOR shall stamp each shop drawing, certifying his review. If the same shop drawings require re-submittal more than two times, the CONTRACTOR shall pay for the costs of ENGINEER's and OWNER's subsequent review(s).

6.13 CONTINUING THE WORK

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any dispute or disagreement, except as the CONTRACTOR and the OWNER may otherwise mutually agree in writing.

6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any immunity the CONTRACTOR might otherwise have under applicable workers' compensation statutes, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the

ENGINEER, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of, or claimed by others to arise under or by reason of, the Agreement or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:

1. Liability or claims resulting in whole or in part, directly or indirectly from, or claimed by others to result in whole or in part, directly or indirectly from, the negligence, carelessness or other fault of the CONTRACTOR or its employees, Subcontractors, Suppliers or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction;
 2. Liability or claims arising in whole or in part, directly or indirectly, from or based on, or claimed by others to arise in whole or in part, directly or indirectly, from or based on, the violation of any Laws or Regulations by the CONTRACTOR or its employees, Subcontractors, Suppliers or agents;
 3. Liability or claims arising in whole or in part, directly or indirectly, from, or claimed by others to arise in whole or in part, directly or indirectly from, the use or manufacture by the CONTRACTOR, or its Subcontractors, Suppliers or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
 4. Liability or claims arising in whole or in part, directly or indirectly, from, or claimed by others to arise in whole or in part, directly or indirectly from, the breach of any warranties, whether express or implied, made by the CONTRACTOR or its Subcontractors, Suppliers or agents;
 5. Liabilities or claims arising in whole or in part, directly or indirectly, from, or claimed by others to arise in whole or in part, directly or indirectly from, the willful misconduct of the CONTRACTOR or its Subcontractors, Suppliers or agents; and,
 6. Liabilities or claims arising in whole or in part, directly or indirectly, from, or claimed by others to arise in whole or in part, directly or indirectly from, any breach of the obligations assumed herein by the CONTRACTOR or its Subcontractors, Suppliers or agents.
 7. If for any reason the OWNER is required to pay damages in proportion to the fault of the OWNER notwithstanding the above indemnity provisions, CONTRACTOR shall, notwithstanding any workers' compensation immunity, indemnify and hold OWNER harmless from the payment of any increased damages OWNER is required to pay which result from a reapportionment of the fault of the CONTRACTOR, or any of its employees, Subcontractors or Suppliers pursuant to Utah Code Annotated section 78-27-39(2).
- B. The CONTRACTOR shall reimburse the OWNER, and the ENGINEER for all costs and expense, (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and court costs) incurred by the OWNER, and the ENGINEER in enforcing the provisions of this Paragraph.

- C. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS

- A. The CONTRACTOR shall complete a daily report indicating manpower, major equipment, subcontractors, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms prepared by the CONTRACTOR and acceptable to the OWNER, and shall be submitted to the OWNER at the conclusion of each workday.

6.16 ASSIGNMENT OF CONTRACT

- A. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Agreement or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the Agreement may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

ARTICLE 7 – OTHER WORK

7.01 RELATED WORK

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts for the performance of the other work which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to commencing any other work.
- B. The CONTRACTOR shall afford each utility owner and other contractor who is a party to a direct contract (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of the other work. The CONTRACTOR shall properly connect and coordinate the WORK with the other work. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with the other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and shall only cut or alter their work with the written consent of the OWNER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the integration of work with the completion of other work by any other contractor or utility owner (or the OWNER), the CONTRACTOR shall inspect and report to the OWNER in writing all delays, defects, or deficiencies in the other work that renders it unavailable or unsuitable for proper integration with the CONTRACTOR's work. Except for the results or effects of material latent defects and deficiencies in the other work which could not reasonably have been discovered by the CONTRACTOR, the CONTRACTOR's failure to report will constitute an acceptance of the other work as fit and proper for integration with the

CONTRACTOR's work and as a waiver of any claim for additional time or compensation associated with the integration of the CONTRACTOR's work with the other work.

7.02 COORDINATION

- A. If the OWNER contracts with others for the performance of other work on the Project at the site, a coordinator will be identified to the extent that the coordinator can be identified at this time, in the Supplementary General Conditions and delegated the authority and responsibility for coordination of the activities among the various contractors. The specific matters over which the coordinator has authority and the extent of the coordinator's authority and responsibility will be itemized in the Supplementary General Conditions or in a notice to the CONTRACTOR at such time as the identity of the coordinator is determined.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS

- A. The OWNER shall issue all its communications directly to the CONTRACTOR.

8.02 PAYMENTS

- A. The OWNER shall make payments to the CONTRACTOR as provided in Article 14.

8.03 LANDS, EASEMENTS, AND SURVEYS

- A. The OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. The OWNER shall identify and make available to the CONTRACTOR copies of exploration reports and subsurface conditions tests at the site and in existing structures which have been utilized in preparing the Drawings and Technical Specifications as set forth in Paragraph 4.02

8.04 CHANGE ORDERS

- A. The OWNER shall execute approved Change Orders for the conditions described in Paragraph 10.01D.
- B. When funds are not budgeted to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

8.05 INSPECTIONS AND TESTS

- A. The OWNER's responsibility with respect to inspection, tests, and approvals is set forth in Paragraph 13.03B.

8.06 SUSPENSION OF WORK

- A. In connection with the OWNER's right to stop work or suspend work, see Paragraphs 13.04 and 15.01. Paragraphs 15.02 and 15.03 deal with the OWNER's right to terminate services of the CONTRACTOR under certain circumstances.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE

- A. The OWNER will designate a representative during the construction period. The duties, responsibilities and the limitations of authority of the OWNER's representative during construction are summarized hereafter.

9.02 VISITS TO SITE

- A. The ENGINEER will make visits to the site during construction to observe and inspect the progress and quality of the WORK and to determine, in general if the WORK is proceeding in accordance with the Contract Documents.

9.03 PROJECT REPRESENTATIVE

- A. The OWNER'S Representative will observe and inspect the performance of the WORK. The Owner's Representative and/or other authorized agents of the OWNER shall serve as the primary contact(s) with the Contractor during the construction phase. All submittals shall be delivered to, and communications between the OWNER and the CONTRACTOR shall be handled by, the Owner's Representative and/or other authorized agents. The Owner's Representative shall be the primary authorized representative of the OWNER in all on-site relations with the CONTRACTOR.

9.04 CLARIFICATIONS AND INTERPRETATIONS

- A. The OWNER will issue, with reasonable promptness written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the OWNER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.05 AUTHORIZED VARIATIONS IN WORK

- A. The OWNER may authorize minor variations in the WORK as described in the Contract Documents when such variations do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These variations shall be accomplished by issuing a Field Order. The issuance of a Field Order requires the CONTRACTOR to perform the work described in the order promptly. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

9.06 REJECTION OF DEFECTIVE WORK

- A. The OWNER is authorized to reject work which the OWNER believes to be defective and require special inspection or testing of the WORK as provided in Paragraph 13.03G, whether or not the WORK is fabricated, installed, or completed.

9.07 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. The OWNER will review for approval all CONTRACTOR submittals, including shop drawings, samples, substitutes, and "or equal" items, etc., in accordance with the procedures set forth in the General Requirements.
- B. In connection with the OWNER's REPRESENTATIVE responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the OWNER responsibilities as to Applications for Payment, see Article 14.

9.08 DISPUTES, CLAIMS AND OTHER MATTERS

- A. All claims, disputes, and other matters concerning the acceptability of the WORK, the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK, and claims for changes in the Contract Price or Contract Time under Articles 11 and 12 will be referred to the OWNER in writing with a request for formal decision in accordance with this paragraph. The OWNER will render a decision in writing within 30 days of receipt of the request. Written notice of each claim, dispute, or other matter will be delivered by the CONTRACTOR to the OWNER promptly (but in no event later than 30 days) after the occurrence of the event. Written supporting data will be submitted to the OWNER with the written claim unless the OWNER allows an additional period of time to ascertain more accurate data in support of the claim.
- B. When reviewing the claim or dispute, the OWNER'S REPRESENTATIVE will not show partiality to the OWNER or the CONTRACTOR and will incur no liability in connection with any interpretation or decision rendered in good faith. The OWNER'S REPRESENTATIVE rendering of a decision with respect to any claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) shall be a condition precedent to the OWNER's or the CONTRACTOR's exercise of their rights or remedies under the Contract Documents or by Law or Regulations with respect to the claim, dispute, or other matter.

9.09 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgement of the OWNER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the OWNER any duty or authority to supervise or direct the performance of the WORK.
- B. Neither the OWNER nor the ENGINEER will be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction not specified in the Contract Documents. Neither the OWNER nor the ENGINEER shall have any responsibility for safety precautions or programs on site or for the safety of CONTRACTOR'S employees, Subcontractors, employees of Subcontractors, Suppliers, employees of Suppliers or others on site.

- C. Neither the OWNER nor the ENGINEER will be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK to the extent that such acts or omissions are not reasonably discoverable considering the level of observation and inspection required by the ENGINEER's agreement with the OWNER.

ARTICLE 10 – CHANGES IN THE WORK

10.01 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the OWNER. Upon receipt of any of these documents, the CONTRACTOR shall promptly proceed with the work involved pursuant to the applicable conditions of the Contract Documents.
- B. If the OWNER and the CONTRACTOR are unable to agree upon the increase or decrease in the Contract Price or an extension or shortening of the Contract Time, if any, that should be allowed as a result of a Field Order, a claim may be made therefor as provided in Articles 11 and 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work provided in the Paragraph 13.03G.
- D. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. Changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.01A;
 - 2. Changes required because of acceptance of defective work under Paragraph 13.06;
 - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties; or
 - 4. Any other changes agreed to by the parties.
 - 5. Any construction contract change order which increases the contract amount shall have the prior written certification of the District's controller that the expenditure of the change order amount is properly authorized by the District's board of trustees consistent with the District's budget and financial management policies and the instructions of the board of trustees.
- E. If the provisions of any Bond require notice of any change to be given to a surety, the giving of these notices will be the CONTRACTOR's responsibility. The CONTRACTOR shall provide for the amount of each applicable Bond to be adjusted accordingly.

10.02 ALLOWABLE QUANTITY VARIATIONS

- A. Whenever a unit price and quantity have been established for a bid item in the Contract Documents, the quantity stated may be increased or decreased to a maximum of 25 percent with no change in the unit price. An adjustment in the quantity in excess of 25 percent will be sufficient to justify a change in the unit price. All changes in the quantities of bid items shall be documented by Change Order.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover the eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, the price shall be determined in accordance with the provisions of Article 11.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.01 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. Except as directed by Change Orders, all duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the OWNER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered with the claim, unless the OWNER allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all know amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of the event. If the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved, all claims for adjustment in the Contract Price shall be determined by the OWNER in accordance with Paragraph 9.08A. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph.
- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.
 - 3. On the basis of the cost of work (determined as provided in Paragraphs 11.02 and 11.03) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.04).

11.02 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project.
- B. Labor: The cost of labor used in performing work by the CONTRACTOR, a Subcontractor, or other forces will be the sum of the following:
1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the rates paid to foremen when determined by the OWNER that the services of foremen do not constitute a part of the overhead allowance.
 2. All payments imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.
 4. At the beginning of the extra work and as later requested by the OWNER, the CONTRACTOR shall furnish the OWNER proof of labor compensation rates being paid.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether CONTRACTOR or Subcontractor, from the Supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchase shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual Supplier as determined by the OWNER. Markup except for actual costs incurred in the handling of such materials will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from these sources on extra work items or current wholesale price for the materials delivered to the work site, whichever is lower.
 4. If, in the opinion of the OWNER, the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of the material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.

- D. Equipment: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for the equipment specified in the Rental Rate Blue Book published by Dataquest, Inc. The rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use.
1. All equipment shall, in the opinion of the OWNER, be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the OWNER, in duplicate, a description of the equipment and its identifying number.
 3. Unless otherwise specified, manufacturers' ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work: The rental time to be paid for equipment used on the WORK shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location that requires no more moving time than that required to return it to its original location. Moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. However, no payment will be made for loading and transporting costs when the equipment is used on other than the extra work even though located at the site of the extra work. The following shall be used in computing the rental time of equipment on the WORK.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraph (3), (4), and (5), following.
 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.02D, herein.

4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the WORK, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.02B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all payments made to on behalf of workers other than actual wages.
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.04, herein.

11.03 SPECIAL SERVICES

- A. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the OWNER in making estimates for payment for special services:
 1. When the OWNER and the CONTRACTOR, by agreement, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the OWNER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental cost.
 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may by agreement, be accepted as a special service and accordingly, the invoices from the work may be accepted without detailed itemization.
 3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.04, herein, an allowance of 5 percent will be added to invoices for special services.
- B. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference hereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.04 CONTRACTOR'S FEE

- A. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the OWNER, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the WORK, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead

and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.02B, C, and D herein, including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

OVERHEAD AND PROFIT ALLOWANCE

Labor	10 percent
Materials	10 percent
Equipment	10 percent

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by a Subcontractor, and that the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add five percent of the Subcontractor's total cost of work. Regardless of the number of hierarchical tiers of Subcontractors, the five-percent markup may be applied one time only for each separate work transaction.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.01 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract time shall be based on written notice delivered by the CONTRACTOR to the OWNER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless the OWNER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. Claims for adjustment in the Contract Time shall be determined by the OWNER in accordance with Paragraph 9.08 if the OWNER's representative and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.
- B. The Contract Time will be extended in an amount equal to time lost if the CONTRACTOR makes a claim as provided in Paragraph 12.01A and the OWNER determines that the delay was caused by events beyond the control of the CONTRACTOR. Examples of events beyond the control of the CONTRACTOR include acts or neglect by the OWNER or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.
- C. All time limits stated in the Contract Documents are of the essence.
- D. None of the aforesaid time extensions shall entitle the CONTRACTOR to any adjustment in the Contract Price or any damages for delay. Furthermore, the CONTRACTOR hereby indemnifies and holds harmless the OWNER and ENGINEER, their officers, agents and employees from and against all claims, damages, losses and expenses (including lost property and attorney's fees) arising out of or resulting from the temporary suspension of

work whether for the OWNER's convenience as defined in Article 15.01A or for whatever other reasons including the stoppage of work by the OWNER for the CONTRACTOR's failure to comply with any order issued by the OWNER.

12.02 EXTENSIONS OF THE TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. "Inclement weather" is any weather condition or conditions resulting immediately therefrom, causing the CONTRACTOR to suspend construction operations or preventing the CONTRACTOR from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or its effects on the condition of the WORK prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during the day and the major portion of the day could be considered to be suitable for construction operations.
- C. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of inclement weather specified in the Supplementary General Conditions. No extension of the Contract Time due to inclement weather will be considered until after the stated number of days of inclement weather has been reached. However, no reduction in Contract Time will be made if the number of inclement weather days is not reached.

12.03 EXTENSIONS OF TIME FOR OTHER DELAYS

- A. If the CONTRACTOR is delayed in completion of the WORK beyond the Contract Time, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, industry-wide shortage of raw materials, sabotage or freight embargoes, the CONTRACTOR shall be entitled to an adjustment in the Contract Time. No such adjustment will be made unless the CONTRACTOR shall notify the OWNER in writing of the causes of delay within 15 calendar days from the beginning of any such delay. The OWNER shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance with the Contract Documents, accidents, failure on the part of the CONTRACTOR to carry out the provisions of the Contract Documents including failure to provide materials, equipment or workmanship meeting the requirements of the Contract Documents; the occurrence of such events shall not relieve the CONTRACTOR from the necessity of maintaining the required progress.
- B. If the CONTRACTOR is delayed in completing the WORK beyond the Contract Time by reason of shortages of raw materials required for CONTRACTOR-furnished items, the CONTRACTOR shall be entitled to an adjustment in the Contract Time in like manner as if the WORK had been suspended for the convenience and benefit of the OWNER; provided, however, that the CONTRACTOR shall furnish documentation acceptable to the OWNER that he placed or attempted to place firm orders with Suppliers at a reasonable time in advance of the required date of delivery of the items in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, that said shortages are shortages of raw materials required to manufacture CONTRACTOR furnished items and not simply failure of CONTRACTOR's Suppliers to manufacture, assemble or ship items on time, and that the CONTRACTOR shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract Documents, to offset the

expected delay. The CONTRACTOR shall notify the OWNER, in writing, concerning the cause of delay, within 15 calendar days of the beginning of such delay. The validity of any claim by the CONTRACTOR to an adjustment in the Contract Time shall be determined by the OWNER, and his findings thereon shall be based on the OWNER's knowledge and observations of the events involved and documentation submitted by the CONTRACTOR, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of raw materials will be considered under these provisions as a cause for adjustment of time and no consideration will be given to any claim that items could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the OWNER that such items could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- C. If the CONTRACTOR is delayed in completion of the WORK by any act of the OWNER not authorized by the Contract Documents, an adjustment in the Contract Time will be made by the OWNER in like manner as if the WORK had been suspended for the convenience and benefit of the OWNER. In the event of such delay, the CONTRACTOR shall notify the OWNER in writing of the causes of delay within 15 calendar days from the beginning of any such delay.

ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY, GUARANTEE AND CORRECTION PERIOD

- A. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work, equipment, materials and workmanship are in accordance with the Contract Documents and are not defective. Reasonably prompt notice of defects discovered by the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- B. If within one (1) year after the date of final completion, as set by the Contractor's Certificate of Final Completion, or a longer period of time prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provisions of the Contract Documents, any part of the WORK is found to be defective, the OWNER shall notify the CONTRACTOR in writing and the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with the OWNER's written notification, either correct the defective work, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work. In the event the CONTRACTOR does not promptly comply with the notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective work corrected or rejected work removed and replaced. All direct, indirect, and consequential costs of the removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the CONTRACTOR. This paragraph shall not be construed to limit nor diminish the CONTRACTOR's absolute guarantee to complete the WORK in accordance with the Contract Documents.

13.02 ACCESS TO WORK

- A. The ENGINEER, other representatives of the OWNER, testing agencies, and governmental agencies with jurisdictional interests shall have access to the work at reasonable times for

their observation, inspections, and testing. The CONTRACTOR shall provide proper and safe conditions for their access.

13.03 TESTS AND INSPECTIONS

- A. The CONTRACTOR shall give the OWNER timely notice of readiness of the WORK for all required inspections, tests, or approvals.
- B. If Laws or Regulations of any public body other than the OWNER, with jurisdiction over the WORK require any work to be specifically inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's acceptance of a Supplier of materials or equipment proposed as a substitution or "or-equal" to be incorporated in the WORK and of materials or equipment submitted for review prior to the CONTRACTOR's purchase for incorporation in the WORK. The cost of all inspections, tests, and approvals, with the exception of the above which are required by the Contract Documents, shall be paid by the OWNER (unless otherwise specified).
- C. The OWNER will make, or have made, such inspections and tests as the OWNER deems necessary to see that the WORK is being accomplished in accordance with the Contract Documents. The CONTRACTOR, without additional cost to the OWNER, shall provide the labor and equipment necessary to make the WORK available for inspections. Unless otherwise specified in the Supplementary General Conditions, all other costs of inspection and testing will be borne by the OWNER. In the event the inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the OWNER, as well as the cost of subsequent re-inspection and retesting. Neither observations by the OWNER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by properly licensed organizations selected by the OWNER.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without the OWNER's written authorization, it must, if requested by the OWNER, be uncovered for testing, inspection, and observation. The uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR timely notified the OWNER of the CONTRACTOR's intention to cover the same and the OWNER failed to act with reasonable promptness in response to the notice.
- F. If any work is covered contrary to the written request of the OWNER, it must, if requested by the OWNER, be uncovered for the OWNER's observation at the CONTRACTOR's expense.
- G. If the OWNER considers it necessary or advisable that covered work be observed, inspected or tested by the OWNER or others, the OWNER shall direct the CONTRACTOR to uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the work in question. The CONTRACTOR shall comply with the OWNER's direction and furnish all necessary labor, material, and equipment. If the work is defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of uncovering,

exposure, observation, inspection, and testing and of satisfactory reconstruction of the work, including, but not limited to, fees and charges for engineers, architects, attorneys, and other professionals. However, if the work is not defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both. The increase in Contract Time and Contract Price shall be the CONTRACTOR's actual time and costs directly attributable to uncovering and exposing the work. If the parties are unable to agree as to the amount or extent of the changes, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.04 OWNER MAY STOP THE WORK

- A. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for the order has been eliminated. This right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.05 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. When directed by the OWNER, the CONTRACTOR shall promptly correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the OWNER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs of correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby. If the CONTRACTOR does not correct the defective work within 30 days, the OWNER may correct the WORK and charge the CONTRACTOR for the cost of correcting the defective WORK.

13.06 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the work, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept the defective work. If any acceptance of defective work occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 – PAYMENTS TO CONTRACTOR, LIQUIDATED DAMAGES AND COMPLETION

14.01 LUMP SUM BID

- A. A schedule of values or lump sum price breakdown will serve as the basis for progress payments for a lump sum Bid and will be incorporated into the form of Application for Payment included in the Contract Documents.

14.02 UNIT PRICE BID

- A. Progress payments for a unit price Bid will be based on the number of units completed.

14.03 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by the OWNER, on the 25th of each month, the CONTRACTOR shall submit to the OWNER for review and approval, an Application for Payment completed and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Net Value of Materials On-site which have not yet been incorporated in the WORK.
- C. The Net Payment Due to the CONTRACTOR shall be the above-mentioned sub-total, from which shall be deducted the retainage amount and the total amount of all previous payments made to the CONTRACTOR.
- D. The OWNER may retain five percent of the amount otherwise due to the Contractor as retainage. Monies retained shall be placed in an interest-bearing account for the benefit of the CONTRACTOR.
- E. Except as otherwise provided in the Supplementary General Conditions, the value of materials stored at the site shall be valued at 95 percent of the value of the materials. This amount shall be based upon the value of all acceptable materials and equipment stored at the site or at another location agreed to in writing by the OWNER; provided, each individual item has a value of more than \$5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.

14.04 CONTRACTOR'S WARRANTY OF TITLE

- A. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of final payment, free and clear of all liens.

14.05 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The OWNER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the OWNER's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with the OWNER's REPRESENTATIVE recommendation, the amount recommended will (subject to the provisions of Paragraph 14.05B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the OWNER's REPRESENTATIVE to compensate for claims made by the OWNER on account of the CONTRACTOR's performance of the WORK or other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days stating the reasons for such action.

14.06 PARTIAL UTILIZATION

- A. The OWNER may utilize or place into service any item of equipment or other usable portion of the WORK at any time prior to completion of the WORK. The OWNER shall notify the CONTRACTOR in writing of its intent to exercise this right. The notice will identify the equipment or specific portion or portions of the WORK to be utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the WORK to be partially utilized shall be borne by the CONTRACTOR. Upon the issuance of a notice of partial utilization, the OWNER's REPRESENTATIVE will deliver to the OWNER and the CONTRACTOR a written recommendation as to division of responsibilities between the OWNER and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER, and the CONTRACTOR's one-year correction period shall commence only after the date of Final Completion for the WORK.

14.07 DAMAGES

- A. The CONTRACTOR shall pay to the OWNER the amount specified in the Supplementary General Conditions, not as a penalty but as liquidated damages, if he fails to complete the WORK or specified parts of the WORK within the Contract Time. The periods for which these damages shall be paid shall be the number of Days from the Contract Time as contained in the Agreement, or from the date of termination of any extension of time approved by the OWNER, to the date or dates on which the OWNER issues the Notice of Substantial Completion as provided in Article 14.08, herein. The OWNER may deduct the amount of said damages from any monies due or to become due the CONTRACTOR. After Substantial Completion, if the CONTRACTOR fails to complete the remaining WORK within 45 days or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the amount stated in the Supplementary General Conditions as liquidated damages for each day that expires after the 45 days, until readiness for final payment.
- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would sustain; and said amount is agreed to be the amount of damages which the OWNER would sustain.
- C. If actual damages are assessed, they will include all costs incurred by the OWNER as a result of a delay in the completion time of the work beyond the contract time.
- D. All times specified in the Contract Documents are hereby declared to be of the essence.

14.08 SUBSTANTIAL COMPLETION

- A. When the CONTRACTOR considers the WORK ready for its intended use, the CONTRACTOR will notify the OWNER in writing that the WORK is Substantially Complete. Within a reasonable time thereafter, the OWNER and the CONTRACTOR, shall make an inspection of the WORK to determine the status of completion. If the OWNER does not

consider the WORK Substantially Complete, the OWNER will notify the CONTRACTOR in writing giving the reasons therefor. If the OWNER considers the WORK Substantially Complete, the OWNER will execute the Notice of Substantial Completion signed by the CONTRACTOR, which shall fix the date of Substantial Completion.

- B. The Notice of Substantial Completion shall be a release by the CONTRACTOR of the OWNER and its agents from all claims and liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the OWNER or of any person relating to or affecting the WORK, to the date of Substantial Completion, except demands against the OWNER for the remainder of the amounts kept or retained from progress payments and excepting pending, unresolved claims filed in writing prior to the date of Substantial Completion. At the time of delivery of the Notice of Substantial Completion, the OWNER's REPRESENTATIVE will deliver to the OWNER and the CONTRACTOR, if applicable, a written recommendation as to division of responsibilities between the OWNER and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Upon the OWNER's acceptance of these recommendations, the recommendation will be binding on the OWNER and the CONTRACTOR until final payment.
- C. The OWNER, upon written notice to the CONTRACTOR, shall have the right to exclude the CONTRACTOR from the WORK after the date of Substantial Completion, and complete all or portions of the WORK at the CONTRACTOR's expense.

14.09 COMPLETION AND FINAL PAYMENT

- A. Upon written certification from the CONTRACTOR that the WORK is complete (if a Notice of Substantial Completion has been issued this certification must occur within 45 days of that date), the OWNER will make a final inspection with the CONTRACTOR. If the OWNER does not consider the WORK complete, the OWNER will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. The CONTRACTOR shall immediately take the measures necessary to remedy these deficiencies. If the OWNER considers the WORK complete, the CONTRACTOR may proceed to file its application for final payment pursuant to this Article. At the request of the CONTRACTOR, the OWNER's REPRESENTATIVE may recommend to the OWNER that certain minor deficiencies in the WORK that do not prevent the entire WORK from being used by the OWNER for its intended use, and the completion of which will be unavoidably delayed due to no fault of the CONTRACTOR, be exempted from being completed prerequisite to final payment. These outstanding items of pickup work, or "punch list items", shall be listed on the Notice of Substantial Completion, together with the recommended time limits for their completion, and extended warranty requirements for those items and the value of such items.
- B. After the issuance of the Notice of Completion and after the CONTRACTOR has completed corrections that have not been exempted to the satisfaction of the OWNER and delivered to the OWNER all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents; and after the OWNER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents and other data and schedules as the OWNER may reasonably require, including an affidavit of the CONTRACTOR that all labor, services, material, equipment and other indebtedness connected with the WORK for which the OWNER or his property might in any way be responsible, have been paid or

otherwise satisfied, and a consent of the payment bond surety to final payment, all in forms approved by the OWNER.

14.10 FINAL APPLICATION FOR PAYMENT

- A. If, on the basis of the OWNER's observation of the WORK during construction and final inspection, and the OWNER's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, the OWNER is satisfied that the WORK has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, the OWNER's REPRESENTATIVE will, within ten days after receipt of the final application for payment, indicate in writing his recommendation of payment and present the application to the OWNER for payment. Thereupon, the OWNER's REPRESENTATIVE will give written notice to the OWNER and the CONTRACTOR that the WORK is acceptable by executing the Notice of Completion. Otherwise, the OWNER will return the application to the CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the application.
- B. Within 45 calendar days after the Notice of Completion, the OWNER will make final payment including all deducted retainage and interest to the CONTRACTOR. The OWNER's remittance of final payment shall be the OWNER's acceptance of the WORK if formal acceptance of the WORK is not indicated otherwise. The final payment shall be that amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:
1. Liquidated or actual damages, as applicable.
 2. Two times the value of any outstanding items of pickup work or "punch list items", indicated on the OWNER's Notice of Completion as being yet uncompleted.

14.11 CONTRACTOR'S CONTINUING OBLIGATIONS

- A. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the OWNER, nor the issuance of a Notice of Substantial Completion or Notice of Completion, nor payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a shop drawing or sample submittal, will constitute an acceptance of work or materials not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less deductions listed in Paragraph 14.10B herein. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.10 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the work or for any act or neglect of the OWNER or of any person relating to or affecting the work, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the

provisions of Paragraph 14.10 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Substantial Completion.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 SUSPENSION OF WORK BY OWNER

- A. The OWNER may, by written notice to the Contractor, temporarily suspend the WORK, in whole or in part, for a period or periods of time, but not to exceed 90 days, for the convenience and benefit of the OWNER upon the occurrence of any one or more of the following: (1) unsuitable weather; (2) delay in delivery of OWNER- furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; (3) Shortfall in construction funds; (4) Constraints imposed by public entities, public utilities, property owners or legal proceedings; (5) Failure or delay in acquisition of easements or right-of-way by the OWNER; or (6) Other conditions which, in the opinion of the OWNER, warrant a delay in the WORK. Suspended WORK shall be resumed by the CONTRACTOR within 10 calendar days of receipt from the OWNER of written notice to resume work. Whenever the OWNER temporarily suspends work for any conditions enumerated in this Article, the CONTRACTOR shall be entitled to an adjustment in the Contract Time as specified in Article 12.03 C.
- B. The suspension of work shall be effective upon receipt by the CONTRACTOR of a written order suspending the work and shall be terminated upon receipt by the Contractor of a written order terminating the suspension.
- C. The CONTRACTOR hereby indemnifies and holds harmless the OWNER, their officers, agents and employees, from and against all claims, damages, losses and expenses, including lost profits and attorney's fees, arising out of or resulting from the temporary suspension of the WORK, whether for the OWNER's convenience described in this Article or for whatever other reasons, including the stoppage of work by the OWNER for the CONTRACTOR's failure to comply with any order issued by the OWNER.

15.02 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the CONTRACTOR, the OWNER may give written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement. The notice shall state the event of default and the time allowed to remedy the default. It shall be considered a default by the CONTRACTOR whenever the CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or workmanship meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or OWNER's instructions, (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue a Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.02A, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the

CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall have no claim to the difference.

15.03 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE)

- A. The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of the work, as determined by the OWNER, performed by the Contractor up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the OWNER in accordance with the procedure prescribed from making the final application for payment and final payment under Paragraphs 14.09 and 14.10.

15.04 TERMINATION OF AGREEMENT BY CONTRACTOR

- A. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: (1) the WORK has been suspended under the provisions of Paragraph 15.01, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the agreement has not been received from the OWNER within this time period; or, (2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.03, and as determined in accordance with the requirements of that paragraph.

ARTICLE 16 – NOTICE

16.01 GIVING NOTICE

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

16.02 TITLE TO MATERIALS FOUND ON THE WORK

- A. The OWNER reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

16.03 RIGHT TO AUDIT

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

16.04 HAZARDOUS MATERIALS

- A. If the CONTRACTOR during the course of work observes the existence of hazardous material, the CONTRACTOR shall promptly notify the OWNER. The OWNER shall consult with others regarding removal or encapsulation of the hazardous material and the CONTRACTOR shall not perform any work pertinent to the hazardous material prior to receipt or special instruction from the OWNER.

ARTICLE 17 – SUBCONTRACT LIMITATIONS

17.01 SUBCONTRACT LIMITATIONS

- A. In addition to the provisions of Paragraph 6.05 of the General Conditions, the CONTRACTOR shall perform not less than 30 percent of the WORK with its own forces (i.e., without subcontracting). The 30 percent requirement shall be understood to refer to the WORK, the value of which totals not less than 30 percent of the Contract Price.

ARTICLE 18 – PATENTS AND COPYRIGHTS

18.01 PATENTS AND COPYRIGHTS

- A. The CONTRACTOR shall indemnify and save harmless the OWNER, the ENGINEER, and their officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the CONTRACTOR or any of his subcontractors in the performance of the WORK.

END OF SECTION

**SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS**

PART 1 – GENERAL

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC-1 DEFINITIONS

Add the following definitions to Article 1:

OWNER – The OWNER is further defined as South Valley Water Reclamation Facility, 7495 South 1300 West, West Jordan, Utah 84084. Telephone No.: (801) 566-7711.

OWNER'S REPRESENTATIVE – The OWNER'S REPRESENTATIVE is defined in SGC – 9.03 on page 00800-6. For this project it shall be Addison Mitton from Epic Engineering.

BIDDER – The person, firm, or corporation, partnership or joint venture or LLC submitting a Bid for the Work.

CONTRACTOR – The person, firm, or corporation, partnership or joint venture or LLC with whom the OWNER has executed the Agreement.

ENGINEER – Defined as the firm of Epic Engineers P.C. located at 3341 South 4000 West, West Valley City, Utah 84120.

SGC-2.02 COPIES OF DOCUMENTS

The OWNER shall furnish to the CONTRACTOR 5 copies of the Contract Documents which may include bound reduced drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost plus mailing costs if copies are mailed.

SGC-4.02 REPORTS OF PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the OWNER has relied upon:

- A. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground utilities) which are at or contiguous to the site of the WORK.
 - 1. Drawings dated May 28, 1982, prepared by James M. Montgomery, Consulting Engineers, Inc. entitled "SVWRF-Project 2A". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 - 2. Drawings dated May 8, 1984, prepared by James M. Montgomery, Consulting Engineers, Inc. entitled "SVWRF-Project 2B". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.

3. Drawings dated February 4, 1987, prepared by James M. Montgomery, Consulting Engineers, Inc. entitled "SVWRF-Project 2C". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 4. Drawings dated January 23, 1992, prepared by James M. Montgomery, Consulting Engineers, Inc. entitled "SVWRF-Project 3". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 5. Drawings dated May 3, 2001, prepared by Montgomery Watson, entitled "SVWRF-Project 4A". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 6. Drawings dated March 21, 2003, prepared by James M. Montgomery, Consulting Engineers, Inc. entitled "SVWRF-Project 4B". All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 7. Drawings dated January 2006, prepared by Montgomery Watson Harza entitled "SVWRF – Project 4C." All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 8. Drawings dated August 14, 2006 entitled "Biosolids Thermal Drying Facility." All of the information in such drawings constitutes technical data on which the CONTRACTOR may rely.
 9. Drawings dated February, 2008 prepared by Bowen Collins & Associates entitled "SVWRF – Project 4D." All of the information in such drawings constitutes technical data on which the Contractor may rely.
- B. Copies of these drawings may be examined at the office of the OWNER, during regular business hours. As provided in Paragraph 4.2 of the General Conditions and as identified and established above, the CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings, except for such physical dimensions that can be field verified; however, the interpretation of such technical data, including any interpolation or extrapolation thereof, and opinions contained in such reports and drawings are not to be relied on by the CONTRACTOR.

SGC-4.04 PHYSICAL CONDITIONS – UNDERGROUND UTILITIES

- A. Upon specific request, the OWNER's staff will assist the CONTRACTOR in locating underground onsite utilities that the OWNER owns and operates. CONTRACTOR shall carefully excavate areas where utilities are indicated to prevent damage. CONTRACTOR shall repair or replace any utilities damaged by its work at no cost to the OWNER that were shown on the drawings or identified in the field. Utilities not shown on the drawings or not identified in the field that are damaged by the CONTRACTOR's activities shall also be repaired or replaced by the CONTRACTOR. However, this work will be directed by a Field Order from the OWNER, and will be compensated through the process identified in Articles 10, 11 and 12 of the General Conditions.

SGC-5.01 BONDS

Delete the first sentence of Paragraph 5.1A and add the following:

The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent of the Contract Price as security for the faithful performance and payment of all the CONTRACTOR’s obligations under the Contract Documents.

SGC-5.02 INSURANCE

A. Substitute for Paragraph 5.02.B. the following:

All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed, admitted, and authorized to issue insurance policies for the limits and coverage so required in the State in which the Project is located. Such insurance companies shall have a current Best’s Rating of at least an “A” (Excellent) general policy holder’s rating and a Class VIII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

B. Add the following to Paragraph 5.02.B.5:

If the OWNER finds it necessary to occupy or use a portion or portions of the project prior to Substantial Completion, the OWNER shall provide notice of occupancy without the need for mutual agreement between the OWNER and the CONTRACTOR and to which the insurance company providing the Builder’s Risk Insurance has consented by endorsement to the policy or policies.

C. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability coverages shall include commercial general, comprehensive automobile, and employer’s liability and shall provide coverage at least as broad as the underlying policies.

1. Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g. USHL&H): Statutory
- c. Employer’s Liability: \$1,000,000

2. Comprehensive or Commercial General Liability:

Combined Single Limit:

- a. Premises/operations

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Annual Aggregate

- b. Products/completed operations

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Annual Aggregate

- c. Personal Injury

\$1,000,000	Each Occurrence
\$ 2,000,000	Annual Aggregate

- d. Policies shall include premises/operations, products, completed operations, independent contractors, owners' and contractors' protective, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.

- e. If policies are written on a Commercial General Liability form, the General Aggregate shall be at least two times the each occurrence limit or be written on a "per project" basis.

- f. All policies shall be written on an occurrence basis. If the CONTRACTOR would like to substitute any "claims made" liability policies, then these must be pre-approved in writing according to the terms and conditions they may impose.

- g. If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.

- 3. Comprehensive Automobile Liability (including owned, hired, and non-owned vehicles):

Combined Single Limit:

 - a. Bodily Injury and Property Damage: \$2,000,000 each accident
 - b. If policies are written for split limits, limits shall be equal for bodily injury per person, bodily injury per accident and property damage.

- 4. Excess Liability Insurance:
 - a. \$2,000,000 over all underlying coverage lines

- 5. Builder's Risk Insurance:
 - a. In an amount equal to the replacement cost of the completed value of the project or \$1,000,000 whichever is greater.
 - b. Any deductibles of self-insured retentions shall be as agreed to by the OWNER and CONTRACTOR.

- c. The CONTRACTOR shall include flood and earthquake coverage in the Builder's Risk Insurance requirements under Paragraph 5.02.B.5 of the General Conditions, with a minimum limit of \$2,000,000 per event or occurrence.
- D. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the ENGINEER, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.
- E. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to another insurance available to the OWNER or ENGINEER.
- F. All policies except Workers' Compensation and Builders Risk shall name the OWNER, including their officers, directors or board members, employees agents or any others associated with the management or operations of South Valley Water Reclamation Facility; Engineer, their consultants, subconsultants, shall be additional insureds on the Auto Liability and Commercial General Liability policies. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and ENGINEER as named insureds and subcontractors and additional insureds. The Workers' Compensation policy shall name the OWNER as additional insured by means of an alternative employer endorsement, with respect to the employer's liability coverage only.
- G. All policies shall provide for 60 days notice prior to any cancellation, reduction in coverage or nonrenewal.
- H. The deductible or self-insured retention on Comprehensive or Commercial General Liability shall not be greater than \$25,000. All deductibles are the responsibility of the CONTRACTOR.

SGC-6.05 SUBCONTRACT LIMITATIONS

Add the following as paragraph 6.05.B of the General Conditions

- B. The CONTRACTOR shall perform not less than 30 percent of the WORK with it own forces (i.e., without subcontracting). The 30 percent requirement shall be understood to refer to the WORK, the value of which totals not less than 30 percent of the Contract Price.

SGC-6.06 PERMITS

- A. The CONTRACTOR shall acquire and comply with the following permits if applicable:
 - 1. State permits to construct and/or operate sources of air pollution.
 - 2. Certificates and permits are required for sources such as, but not limited to, the following:
 - a. Fuel burning equipment
 - b. Gasoline and petroleum distillate storage containers

- c. Land disturbing activities
 - d. Processing equipment (sand, gravel, concrete batch plant, etc.)
 - e. Odors.
- 3. Permit-Required Confined Space: The workspace in which the WORK is to be performed may contain permit-required confined spaces (permit spaces) as defined in 29 CFR 1910.146. Permit space entry is allowed in such spaces only through compliance with a confined space entry program meeting the requirements of 29 CFR 1910.146.
- B. The CONTRACTOR shall comply with OWNER requirements for a "Hot Work Permit" as described in Section 01520 – Security/Process Safety Management.

SGC-9.03 PROJECT REPRESENTATION

- A. The OWNER's Representative, will act as directed by and under the supervision of the OWNER and will confer with the OWNER regarding its actions. The OWNER's REPRESENTATIVE dealings in matters pertaining to the WORK shall, in general, be only with the OWNER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR.
- B. The OWNER's REPRESENTATIVE shall have the duties and responsibilities set forth in this paragraph.
 - 1. Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability, as applicable.
 - 2. Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
 - 3. Serve as the OWNER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents.
 - 4. Receive Shop Drawings and samples furnished by the CONTRACTOR.
 - 5. Conduct on-site observations of the WORK in progress to assist the OWNER in determining if the WORK is proceeding in accordance with the Contract Documents.
 - 6. Transmit to the CONTRACTOR the OWNER's or ENGINEER's clarifications and interpretations of the Contract Documents.
 - 7. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the OWNER.
 - 8. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the OWNER, noting particularly their relation to the schedule of values, work

completed, and materials and equipment delivered at the Site but not incorporated in the WORK.

9. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed.
10. Before the OWNER prepares a Notice of Completion, as applicable, submit to the CONTRACTOR a list of observed items requiring completion or correction.
11. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a punch list of items to be completed or corrected.
12. Verify that all items on the punch list have been completed or corrected and make recommendations concerning acceptance.

SGC-11.03D EQUIPMENT

The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication:

- A. "Rental Rate Blue Book for Construction Machinery" as published by the Machinery Information Division of the K-III Directory Corporation, telephone number (800) 669-3282.

SGC-12.02 WEATHER DELAYS

The CONTRACTOR's construction schedule shall anticipate 10 days of delay due to unusually severe weather.

SGC-14.03C AMOUNT OF RETENTION

Add the following to Paragraph 14.03C of the General Conditions:

Unless otherwise prescribed by law, the OWNER may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:

1. Retention of 5 percent of each approved progress payment until the WORK is certified as having reached substantial completion.

SGC-14.03D VALUE OF MATERIALS STORED AT THE SITE

Unless otherwise prescribed by law or prescribed in Assigned Purchase Order Agreements, the value of materials stored at the Site shall be 95 percent of the value of such materials.

SGC-14.05.A REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

Replace the last sentence with the following: "Forty-Five days after presentation of the Application for Payment with the ENGINEER'S recommendation, the amount recommended will (subject to the provisions of Paragraph 14.05B) become due and when due will be paid by the OWNER to the CONTRACTOR."

SGC-14.07.A DAMAGES

Add the following sentence: "The amount of liquidated damages shall be \$500 per calendar day."

**SECTION 00810
SUPPLEMENTARY GENERAL CONDITIONS (UTAH)**

SGC-18 UTAH STATE REQUIREMENTS

- A. Retainage of Compensation to CONTRACTOR: Pursuant to Utah Code Ann. 13-8-5, any retainage of CONTRACTOR's compensation hereunder shall be placed in an interest-bearing escrow account and the interest which accrues thereon shall do so for the benefit of CONTRACTOR and Subcontractors. Release of the retainage shall be as contemplated by the General Conditions and Supplementary General Conditions, Article 14 – Payments to Contractor, Liquidated Damages and Completion. Any interest which has accrued on the retainage and which is released to the CONTRACTOR shall be promptly disbursed by CONTRACTOR to itself and/or to Subcontractors on a pro rata basis.
- B. Certification of Change Orders: Pursuant to Utah Code Ann. Section 63G-6-602, no change order shall be authorized without a written certification, signed by an official representative of the OWNER responsible for monitoring and reporting the status of the costs of the total Project or the contract budget, stating that funds are available for the subject change order.
- C. Adjustments in Price: Pursuant to Utah Code Ann. Section 63G-6-601, any adjustment in compensation due CONTRACTOR under this agreement shall be computed in one or more of the following ways:
1. By agreement on a fixed-price adjustment before commencement of the pertinent performance or as soon as practicable;
 2. By unit prices specified in the contract or subsequently agreed upon;
 3. By the costs attributable to the events or situations with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 4. In any other manner as OWNER and CONTRACTOR may mutually agree;
 5. In the absence of agreement between CONTRACTOR and OWNER, by a unilateral determination by OWNER of the costs attributable to the events or situations with adjustment of profit or fee, all as computed by the OWNER in accordance with Utah Code Ann. Section 63G-6-415 and/or the rules and regulations promulgated thereunder.
- D. Cost Principles: CONTRACTOR shall comply in all respects with applicable provisions of Utah Code Ann. Section 63G-6-415, and the rules and regulations promulgated thereunder. To the extent that such provisions are inconsistent with the other terms and conditions of this agreement, the former shall prevail. OWNER may, at reasonable times and places, audit the books and records of CONTRACTOR, any Subcontractor, or any other person who has submitted cost or pricing data pursuant to said section. The books and records of CONTRACTOR shall be maintained for 3 years following the end of the fiscal year in which final payment is made under the Contract. The books and records of the Subcontractor and all other persons shall be maintained for 3 years following the end of the fiscal year in which final payment is

made under the subcontract and/or to the person, unless a shorter period is otherwise authorized in writing.

- E. Project Safety: CONTRACTOR shall comply in all respects with the Utah Occupational Safety and Health Act, Utah Code Ann. Sections 34A-6-101 et seq., and the rules, regulations and standards promulgated thereunder by the Utah State Industrial Commission, as such act, rules, regulations or standards now exist or may be amended during the term of this agreement. Specifically, but not in limitation, CONTRACTOR shall comply with Construction Standards, Rules and Regulations, promulgated by the Utah Occupation and Safety and Health Division, Utah State Industrial Commission.

- F. Protection of Underground Utility Facilities: CONTRACTOR shall comply in all respects with Utah Code Ann. Section 54-8a-2 et seq. and the rules and regulations promulgated thereunder, as it now exists or may be amended during the term of this agreement, with regard to the protection of underground utility facilities. Specifically, but not in limitation, CONTRACTOR shall notify the appropriate public utility(s) when making an excavation with power equipment. CONTRACTOR shall further refrain from proceeding with excavation until such time as the appropriate public utility(s) have advised CONTRACTOR of the location of any underground facilities in the area proposed for excavation by marking such facilities with stakes, paint, or other customary way, indicating horizontal location within 24 inches of the outside dimensions of both sides of the underground facility.

- G. Review of Construction by OWNER: OWNER may, at its option, assign a field representative to review the construction of the Project in progress. Said representative will cooperate with the ENGINEER/OWNER in attempting to note deviations from, or necessary adjustments to, the Contract Documents or deficiencies or defects in the construction. Said representative's presence on the Project, however, shall in no way relieve CONTRACTOR of its primary responsibility for construction of the Project in accordance with the Contract Documents.

- H. OWNER Inspection: Pursuant to Utah Code Ann. Section 63G-6-418, OWNER may, at reasonable times, inspect the plant or place of business of the CONTRACTOR or any Subcontractor which is related to the performance of this contract or any subcontract entered into hereunder.

- I. Code Requirements: The provisions of the latest editions of the International Building Code, National Electric Code, and Utah Plumbing Code, as adopted or followed in Utah, including standards adopted in relation thereto, as supplemented or amended, shall apply to the Project except as specific variances may be expressly authorized by the OWNER. If the Contract Documents fail to meet the minimum standards of the referenced codes, CONTRACTOR shall be responsible to bring such information to the attention of the architect/OWNER associated with the Project. Subcontractors shall also inform CONTRACTOR of any infractions of the above-referenced codes regarding their own particular trades. In the event that workmanship or incidental materials are not specified or indicated, they shall at least conform to the above-referenced codes and shall be incorporated into the Work without any additional cost to the OWNER. If the Contract Documents call for items or workmanship which exceed code requirements, the Contract Documents shall take precedence over such requirements.

- J. Workers Compensation: CONTRACTOR shall comply in all respects with Utah Code Ann. Section 34A-2-101, et seq. and the rules and regulations promulgated thereunder by the Utah State Industrial Commission, as such law, rules or regulations now exist or may be amended during the term of this agreement.
- K. Archaeological, Anthropological, or Paleontological Findings: CONTRACTOR shall comply with Utah Code Ann. Section 9-8-301 et seq., with respect to the discovery of archaeological, anthropological, or paleontological findings at or on the Project site. Specifically, but not in limitation, CONTRACTOR shall promptly notify the Utah Division of State History of any such findings.
- L. Nondiscrimination Equal Employment Opportunity: CONTRACTOR shall comply in all respects with the Utah Anti-Discrimination Act of 1965, Utah Code Ann. Section 34A-5-101 et seq., and the rules and regulations promulgated thereunder by the Utah State Industrial Commission and/or its Anti-Discrimination Division, as such act, rules or regulations now exist or may be amended during the term of this agreement, specifically:
1. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry or national origin.
 2. In all solicitations or advertisements for employees, CONTRACTOR shall state that all qualified applicants shall receive consideration without regard to race, color, sex, religion, ancestry or national origin.
 3. CONTRACTOR shall send to each labor union or worker's representative notices to be provided, stating the CONTRACTOR's responsibilities under the statute.
 4. CONTRACTOR shall furnish such information or reports as are requested by the Utah State Industrial Commission and/or its Anti-Discrimination Division, for the purpose of determining compliance with the statute.
 5. CONTRACTOR shall include the provisions of paragraphs 1 through 4 above in all subcontracts for this Project.
 6. Failure of the CONTRACTOR to comply with the statute, the rules and regulations promulgated thereunder, and this provision, shall be deemed a breach of contract entitling OWNER, in its discretion, to cancel, terminate, or suspend this agreement in whole or in part.
- M. Affirmative Action: CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but shall not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layout or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

At its discretion, OWNER may perform a compliance review at CONTRACTOR's place of business and/or the Project site to verify CONTRACTOR's compliance with this provision. Such compliance verifications may be conducted with such frequency as is needed to assure CONTRACTOR's compliance with this provision.

- N. Citizens Preferred: Pursuant to Utah Code Ann. Section 34-30-1, CONTRACTOR shall give preference in hiring to citizens of the United States or those having declared their intention to become citizens; failure to comply may render this contract null and void at the discretion of OWNER.

- O. Veterans' Preference: Pursuant to Utah Code Ann. Section 71-10-2, CONTRACTOR shall give preference in hiring to honorable discharged veterans who have served in the Armed Forces of the United States during a period of conflict, war, or other national emergencies as defined by Congress, and to any unremarried surviving spouse of an honorably discharged veteran, if they possess qualifications for that employment and if the honorably discharged veteran is or, if deceased, was a resident of the State of Utah.

- P. Specific OWNER Requirements: CONTRACTOR shall comply with the specific rules and regulations promulgated by OWNER pursuant to authority granted or retained under the Utah Procurement Code, Utah Code Ann. Section 63G-6-101, et seq.

-END OF SECTION-

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 THE REQUIREMENT

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

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The WORK includes but is not limited to:

1. Bid Schedule A: Asphalt Replacement. Grind and remove approx. 53,077 SF of existing asphalt pavement and replace with new asphalt pavement. Regrade finished asphalt surface and reconstruct curb, gutter, and sidewalk in some areas to restore proper drainage. Overexcavate, install filter fabric, and replace with import engineered fill in various areas. Perform crack sealing and seal coating of some existing asphalt surfaces.
2. Bid Schedule B: New Asphalt Pad. Construct new 7,860 SF asphalt pad around north and west sides of existing building in north end of facility. Extend existing building drains beneath pad and to pad edge to daylight in three locations.

B. The WORK is located at approximately 7495 South 1300 West, West Jordan, Utah, 84084

1.3 CONTRACT METHOD

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

1.4 WORK BY OTHERS

A. Not Used.

1.5 WORK SEQUENCE AND SCHEDULING CONSTRAINTS

A. WORK sequence and scheduling constraints are described in Section 01030 – Special Project Constraints.

- B. Notice to Proceed is planned to be issued within 30 days after Notice of Award or sooner with the completion of the entire project to be 120 days thereafter. The date of completion shall be the date of execution of the Notice of Completion by the OWNER.
- C. The CONTRACTOR will be performing work at an operating treatment plant site. Under these conditions, extra precautions will be necessary to assure that no damage occurs to those plant facilities, including piping utilities, roads, and structures, that are to remain in operation and are not to be modified or replaced. Any temporary facilities, materials, equipment and labor required to achieve this objective shall be provided by the CONTRACTOR at his own expense. At completion of WORK, all such temporary facilities, materials and equipment remaining shall be removed from the site.
- D. Regarding connection to existing buried piping and facilities at the plant site, it shall be the responsibility of the CONTRACTOR to uncover and verify dimensions and elevations prior to procuring equipment or materials related to these connections.

1.6 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials. The construction areas are shown on the drawings. All other waste materials, i.e. materials from clearing and grubbing, concrete curb, etc., may be stockpiled on SVWRF property at a location approved by the OWNER until the end of the project when this material shall be hauled from the site.
- B. The CONTRACTOR's construction activities at the project site shall be limited to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday, unless otherwise approved by the OWNER.

1.7 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing facilities during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

1.8 PARTIAL UTILIZATION OF THE WORK BY THE OWNER

- A. It is desirable to minimize the construction time on this project. Thus partial utilization may be requested by the OWNER as early as 48 hours after asphalt paving is complete. Manhole and Valve collars and other miscellaneous cleanup items may not be complete and will follow thereafter.

1.9 OUTAGE PLAN AND REQUESTS

- A. Unless the Contract Documents indicate otherwise, the CONTRACTOR shall not remove from service, de-energize, or modify settings for any existing operating tank, pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the OWNER.
- B. Where the WORK requires modifications to existing facilities or construction of new facilities and connection of new facilities to existing facilities, the CONTRACTOR shall submit a detailed plan and schedule for the OWNER's approval a minimum of two (2) weeks in advance of the time that such construction is planned.

1.10 PROJECT MEETINGS

A. Preconstruction Conference:

- 1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The CONTRACTOR's Project Manager, its superintendent, and its Subcontractors shall attend the conference as the CONTRACTOR deems appropriate. Other attendees will be:
 - (a) OWNER'S REPRESENTATIVE.
 - (b) Others as requested by CONTRACTOR or OWNER.
- 2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01300- Contractor Submittals.
- 3. 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 complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.
 - (a) Status of CONTRACTOR's insurance and bonds.
 - (b) CONTRACTOR's tentative schedule.
 - (c) Transmittal, review, and distribution of CONTRACTOR's submittals.
 - (d) Processing applications for payment.
 - (e) Maintaining record documents.
 - (f) Critical work sequencing.
 - (g) Field decisions and Change Orders.

- (h) Use of project site, office and storage areas, security, housekeeping, and OWNER's needs.
 - (i) CONTRACTOR's assignments for safety and first aid.
 - (j) Contract authority and channels of communication.
 - (k) Establishment of emergency contacts.
4. The OWNER'S REPRESENTATIVE will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
 5. The CONTRACTOR and its Subcontractors should plan on the conference taking no less than 2 hours.

B. Progress Meetings:

1. The CONTRACTOR shall schedule and hold on-site progress meetings at times as requested by the OWNER'S REPRESENTATIVE or as required by progress of the WORK. The CONTRACTOR, OWNER, and all Subcontractors active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturer's, and other Subcontractors.
2. The OWNER'S REPRESENTATIVE will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems that may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

1.11 SURVEY CONTROL AND REQUIREMENTS

- A. The OWNER has established elevation and horizontal control bench marks on the project site as shown on the Drawings. These benchmarks will provide the necessary elevation and coordinate controls necessary to construct the project. Additional construction survey and staking required to complete the project layout and construction shall be the responsibility of the CONTRACTOR at no extra cost to the OWNER.

1.12 BUILDING PERMIT (not required)

1.13 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words shall have the defined meaning in the Technical Portions of the WORK:

Indicated	–	is a word used to direct the CONTRACTOR to information contained on the Drawings or in the Specifications. Terms such as “shown,” “noted,” “scheduled,” and “specified” also may be used to assist in locating information but no limitation of location is implied or intended.
Furnish	–	means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and startup.
Install	–	defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER’s use.
Provide	–	is defined as furnish and install, test, adjust, program, and demonstrate proper operation if required by the specification, ready for the intended use.
Installer	–	a person or firm engaged by the CONTRACTOR or its subcontract or any subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION –

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule(s), as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies and manufactured articles, and for all labor, operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK, all in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule(s), and all costs therefore shall be included in the prices named in the Bid Schedule(s) for the various appurtenant items of work.
- B. BID SCHEDULE A – 2017 ASPHALT REPLACEMENT
1. Bid Item 1: Mobilization – There shall be no separate measurement for mobilization. Payment shall be a one-time lump sum, not to exceed ten percent (10%) of the total Bid Schedule A bid price.
 2. Bid Item 2 thru 18: Measurement for payment shall be based on the line item unit item quantities completed to the satisfaction of the OWNER. Payment shall be compensation in full for all work on that item.
- C. BID SCHEDULE B – 2017 ASPHALT REPLACEMENT
1. Bid Item 1: Mobilization – There shall be no separate measurement for mobilization. Payment shall be a one-time lump sum, not to exceed ten percent (10%) of the total Bid Schedule A bid price.
 2. Bid Item 2 thru 7: Measurement for payment shall be based on the line item unit item quantities completed to the satisfaction of the OWNER. Payment shall be compensation in full for all work on that item.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

- End of Section –

SECTION 01070 – ABBREVIATIONS OF INSTITUTIONS

PART 1 - GENERAL

A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, 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

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association
AFPA	American Forest Products Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association or American Parquet Association, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America

ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CABO	Council of American Building Officials
CBM	Certified Ballast manufacturers
CDA	Copper Development Association
CEA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturer's Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FCI	Fluid Controls Institute

FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute
HPMA	Hardwood Plywood Manufacturers Association
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISDSI	Insulated Steel Door Systems Institute
ISA	Instrument Society of America
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NAGDM	National Association of Garage Door Manufacturers
NB	National Board of Boiler and Pressure Vessel Inspectors (alternate NBBPVI)
NBS	National Bureau of Standards (Now NIST)
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
NFPA	International Fire Protection Association or national Fluid Power Association or National Forest Products Association
NISO	National Information Standards Organization

NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SDI	Steel Door Institute
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Society for Protective Coating
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute

WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01300 – CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever submittals are required in the Contract Documents, submit them to the OWNER's REPRESENTATIVE.

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference referred to in Section 01010 – Summary of Work, the CONTRACTOR shall submit the following items for review:
 - 1. A preliminary schedule of Shop Drawings and Samples.
 - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
 - 3. A project schedule overview bar chart.

1.3 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, the CONTRACTOR shall furnish to the OWNER for review, four (4) copies of each Shop Drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop-prepared drawings, fabrication, and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- B. Shop Drawings submittals shall be accompanied by the OWNER's standard submittal transmittal form, a reproducible copy of which is available from the OWNER. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.
- C. Organization
 - 1. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components.
 - 2. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to Specification paragraph and subparagraph, Drawing number, detail number, schedule title, or room number, or building name, as applicable.
 - 3. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match the Contract Documents.

D. Format

1. Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 24 inches by 36 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate.
 2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
 3. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alpha-numeric system which consists of the number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent submittal of the original. For example, if submittal 25 requires a resubmittal, the first resubmittal will bear the designation 25-A and the second resubmittal will bear the designation 25-B and so on.
- E. Disorganized submittals which do not meet the requirements above will be returned without review.
- F. Except as may otherwise be indicated herein, the OWNER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 15 calendar days following receipt by the OWNER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the OWNER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the OWNER's review beyond the second submittal.
- G. If a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- H. If a submittal is returned "MAKE CORRECTIONS NOTED," CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission of said submittal will not be required.
- I. If a submittal is returned marked "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the OWNER for review.
- J. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean that the submitted 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 01600 – Products, Materials, Equipment, and Substitutions.

The CONTRACTOR shall prepare a new submittal and shall resubmit the required number of copies of said revised submittal for review.

- K. The OWNER's review of submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.4 SAMPLES

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each item or material to the OWNER for acceptance.
- B. Unless otherwise indicated, samples, shall be submitted a minimum of 21 days prior to ordering such materials.
- C. Samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Manufacturer's name. Upon receiving acceptance of the OWNER, one set of the samples will be stamped, dated, and returned to the CONTRACTOR, and one set of samples will be retained by the OWNER, and one set of samples shall remain at the Site until completion of the WORK.

1.5 TECHNICAL MANUAL

- A. The CONTRACTOR shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by the OWNER's operation and maintenance staff.

1.6 RECORD DRAWINGS

- A. The CONTRACTOR shall maintain one record set of Drawings at the Site. On these, it shall mark all project conditions, locations, configurations and any other changes or deviations which may vary from the information represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the WORK. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

- B. Final payment will not be acted upon until the record drawings have been prepared and delivered to the OWNER. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid.
- C. Upon Substantial Completion of the WORK and prior to final acceptance, the CONTRACTOR shall finalize and deliver a complete set of record drawings to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected Drawings showing the reported location of the WORK. The information submitted by the CONTRACTOR and incorporated into the record drawings will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information, and for any errors or omissions that may appear on the record drawings as a result.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01311 – SCHEDULING AND REPORTING

PART 1 GENERAL

1.1 GENERAL

- A. Scheduling of the WORK shall be performed by the CONTRACTOR in accordance with the requirements of this Section.

1.2 INITIAL SCHEDULE SUBMITTALS

- A. The CONTRACTOR shall submit one schedule document at the Preconstruction Conference which shall serve as the CONTRACTOR's Plan of Operation for the period of the Contract Time and to identify the manner in which the CONTRACTOR intends to complete all WORK within the Contract Time.

- 1. Project Overview Bar Chart. The overview bar chart shall indicate the major components of the WORK and the sequence relations between major components and subdivisions of major components. The overview bar chart shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the project milestones. Sufficient detail shall be included for the identification of subdivisions of major components within the overall project scope. Planned durations and start dates shall be indicated for each work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inch by 60-inch in size. Not more than four sheets shall be employed to represent this overview information.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

- END OF SECTION -

**SECTION 01520
SECURITY AND PROCESS SAFETY MANAGEMENT**

PART 1 – GENERAL

1.1 SECURITY PROGRAM

A. The CONTRACTOR shall:

1. Protect WORK, existing premises and OWNER's operations from theft, vandalism, and unauthorized entry.
2. Maintain program throughout construction period.
3. Require that the workers employed by the CONTRACTOR, his Subcontractors and his Vendors shall obey all Rules and Ordinances enacted by the SVWRF regarding the existence of firearms on SVWRF property. The CONTRACTOR shall immediately suspend any such worker who disobeys said Rules and Ordinances and remove such worker from the SVWRF property.

1.2 ENTRY CONTROL

A. The CONTRACTOR shall:

1. Limit entry of persons and vehicles into project site.
2. Allow entry only to authorized persons.
3. Require that all personal vehicles of the workers employed by the CONTRACTOR, his Subcontractors and his Vendors shall park their cars at the CONTRACTOR staging area or as designated by the OWNER.

B. OWNER will control entrance of persons and vehicles related to OWNER's operations.

1.3 PERSONNEL IDENTIFICATION

A. The CONTRACTOR shall:

1. Maintain a list of authorized persons and submit copy to OWNER on request.
2. Require that an identifying badge shall be worn by each of the workers of the CONTRACTOR, his subcontractors and Vendors on the front of their construction hard hats. Further, the CONTRACTOR shall collect the Driver's License of each worker as he first comes on-site and submit them to the OWNER's REPRESENTATIVE. The OWNER will oversee the production of the badges and will return the Driver's Licenses with Badges to the CONTRACTOR's Project Superintendent.

1.4 SAFETY PLAN

- A. At the Preconstruction Conference the CONTRACTOR shall submit a Safety, Health, and Environmental Action Plan (SHEAP). SVWRF will review the SHEAP to ensure its compatibility with the safety policies of SVWRF. The CONTRACTOR shall address the topics provided on the SVWRF-SHEAP outline (outline is included in the appendix to specification)
- B. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all health safety and environmental issues for his or her employees, including all aspects of on-site construction, operation and activities associated with the contract.
- C. The CONTRACTOR shall provide the following insurance and safety data for each of the past three years including the current year to date. See form entitled "Job Related Accident Reports" (form is included in appendix to specification)
- D. The CONTRACTOR shall provide a list of employees including employees of subcontractors that will be coming to the SVWFR. Include names, positions and length of service.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01530
PROTECTION OF EXISTING FACILITIES**

PART 1 – GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electrical transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefore from the proper party.
- B. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin WORK, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, and replace the same.
- C. The CONTRACTOR shall not place, use, or permit the use of construction cranes or other equipment having a boom or similar attachment which may come in contact with the Rocky Mountain Power overhead electric lines. The CONTRACTOR shall maintain a minimum distance of 20-feet between equipment and transmission line conductors. At no time shall the CONTRACTOR place any equipment or material of any kind that exceeds 15-feet in height or that creates a material risk of endangering the Rocky Mountain Power facilities, or that may pose a risk to human safety. The CONTRACTOR shall not excavate within 50-feet of the Rocky Mountain Power existing transmission structures.
- D. When two or more contracts are being executed at one time on the same or adjacent land in such manner the WORK on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted, No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in Article of the General Conditions of the Contract.

1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The 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 the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been complete.

1.4 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or 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 Documents 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. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- C. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- B. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- C. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or not discovered until after completion of the backfilling.

1.6 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and

all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The CONTRACTOR shall notify RMP three days prior to mobilizing any machinery or equipment within reach of any overhead power lines and shall comply with RMP requirements regarding the operation of such machinery or equipment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01550
SITE ACCESS AND STORAGE**

PART 1 – GENERAL

1.1 HIGHWAY LIMITATIONS – (Not Used)

1.2 SITE ACCESS

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants and parking lots. The CONTRACTOR shall cooperate with SVWRF contractors involved in removal of trash, garbage and screenings from the site so as to maintain existing schedules for such services.
- B. Temporary Bridges: Wherever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation.
- C. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any SVWRF street or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets or parking areas. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- D. Main Plant Roads: The CONTRACTOR shall maintain access through the main gates at the plant where automobiles, waste haulers, and other smaller vehicles will be diverted to the south on Road "F" which loops around Road "B" to the back side of the Administration Building. Larger tractor/trailers which haul bio-solids from the plant will continue to use Road "B". All vehicular traffic will be prohibited for a 2 day period after paving on newly paved areas.
- E. Paving Area: The CONTRACTOR shall schedule his road restoration and paving work to occur as one continuous work sequence to minimize the time that the plant facilities will be impacted.

1.3 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall stage his WORK on the site set aside for project construction and/or staging.
- B. At completion of all WORK, the CONTRACTOR shall return areas outside of the work area that have been disturbed by his construction to its original condition.

1.4 PARKING

- A. The CONTRACTOR shall:

1. Park official company vehicles and equipment in areas as directed by the OWNER.
2. Traffic and parking areas shall be maintained in a sound condition, free of excavated materials, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.
3. See Section 01520 – Security and Process Safety Management for parking of personal vehicles.

1.5 VEHICLE CLEANING

- A. All vehicles leaving the site shall be cleaned to prevent the carrying of mud, gravel or other debris onto the Plant access road system or 1300 West Street.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01700 – PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 FINAL CLEANUP

- A. The 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 the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

1.2 CLOSEOUT TIMETABLE

- A. The 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 the OWNER sufficient time to schedule attendance at such activities.

1.3 TECHNICAL MANUAL SUBMITTAL

- A. Not used.

1.4 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the OWNER:
1. Written guarantees, where required
 2. Technical Manuals and instructions
 3. Completed record drawings
 4. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.5 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.
- B. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

1.6 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 13 of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -