

**Lowell City Council
Regular Meeting
Tuesday, February 7, 2023 at 7:00 p.m.**

**Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452**

Members of the public are encouraged to provide comment or testimony through the following:

- Joining in person or by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
 - In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
 - By email to: admin@ci.lowell.or.us.
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Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray ___

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

City Council Meeting Agenda

Council Comments (three minutes per speaker)

Staff Reports

Public Hearings

Old Business

New Business

1. Presentation from Sanipac, Inc. on proposed new franchise agreement. – Discussion
Presenters: Aaron Donley, Brian White, Chris Kjar – Sanipac, Inc.
(20 minutes – questions from City Council to follow).
2. Approve Resolution #797, “A resolution adopting City Council’s priorities for 2023.” – Discussion/ Action
3. Follow up on city annex for the Lane County Multi-Jurisdictional Hazard Mitigation Plan. – Discussion
4. Approve a contract with Paramount Ironworks in the amount of \$18,500 for the construction of a trench drain and authorize the City Administrator to sign. – Discussion/ Action
5. Approve a “Library Volunteer” job description. – Discussion/ Action
6. Approve “Agreement amendment #1” with Lane Council of Governments and authorize the City Administrator to sign. – Discussion/ Action

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting

Agenda Item Sheet

City of Lowell City Council



Type of item:	Discussion
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Item title/recommended action:

Presentation from Sanipac, Inc. on proposed new franchise agreement. – Discussion
Presenters: Aaron Donley, Brian White, Chris Kjar – Sanipac, Inc.
(20 minutes – questions from City Council to follow).

Justification or background:

Ordinance 162, approved 1/4/96, established a non-exclusive solid waste franchise with Star Garbage. On 4/27/16, Sanipac informed the city they had had bought out Star Garbage, and they requested assignment of the franchise to Sanipac. The City Council passed Resolution 649 on 5/17/16 granting the assignment.

Ordinance 162 operated on a 5-year rolling renewal basis. The city notified Sanipac of its intent to terminate the agreement. After sending notice to Sanipac, the city started negotiations in 2018 on a new agreement. This was a topic of discussion at several City Council meetings in 2018. Those negotiations carried into 2019, but they were never concluded. Sanipac has been operating since then without a franchise.

In October 2022, I contacted Sanipac to restart negotiations. The draft contract in your packet is the product of those negotiations. Features of the contract include:

1. Exclusive franchise
2. 10 year term
3. Franchise fee of 5% paid to the city, along with solid waste services free of charge
4. Rates will be standardized throughout all customers
5. Rates are allowed to increase annually based on a CPI formula. The ceiling for the CPI increase is 7.25%. Increases above the ceiling require good faith negotiations among the city and Sanipac "to determine whether the franchisee will be entitled to receive the remaining increase."

Agenda Item Sheet

City of Lowell City Council



Type of item:	Discussion
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Staff are requesting feedback from the City Council to be incorporated into a final ordinance. Staff recommend a first reading of the final ordinance on 3/21/23, with a second reading and approval on 4/4/23.

Sanipac representatives will give a presentation on their proposed fee schedule, as well as to answer any other questions.

Budget impact:

Estimated franchise fee revenues of \$6,500 to \$7,000 annually.

Department or Council sponsor:

Administration

Attachments:

Draft franchise agreement

Meeting date:	2/7/2023
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CITY OF LOWELL

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF LOWELL, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SANIPAC, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE, RECYCLABLE MATERIALS AND YARD DEBRIS OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ANY PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

NOW THEREFORE, THE CITY OF LOWELL ORDAINS AS FOLLOWS:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "Solid Waste Management Ordinance", it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

SECTION 2: POLICY, PURPOSE, AND SCOPE

It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1. Ensure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2. Ensure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3. Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4. Provide the opportunity to recycle.

SECTION 3: DEFINITIONS

"Administrator" means the City Administrator of the City or the City Administrator's designee.

"City" means the City of Lowell, Oregon, and the local government of that name.

"cart" means a receptacle provided by the franchisee that does not exceed one (1) cubic yard.

"compensation" means and includes:

- a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;
- b) The exchange of service between persons; and
- c) The flow of consideration from the person owning or possessing the solid waste to the person providing service.

"container" means a receptacle, of at least 1-yard capacity, provided by the franchisee.

"Council" means the City Council of the City.

"excluded waste" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

"franchisee" means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

"person" means an individual, partnership, association, corporation, trust, firm, estate, or other legal entity.

"recover resources", "resource recover" and "resource recovery" means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

"recyclable material" means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

"service" means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste, yard debris and recyclable material; and providing facilities necessary or convenient to those activities.

"solid waste" means all putrescible and non-putrescible solid wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, waste paper and cardboard, yard debris, residential, commercial, and industrial, demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, vehicle tires, manure, vegetable or animal solid or semisolid waste, small dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- a) Hazardous wastes as defined by or pursuant to ORS 466.005 ("**hazardous waste**");
- b) Septic tank and cesspool pumping or chemical toilet waste;
- c) Reusable beverage containers as defined in ORS 459A.725; or
- d) Excluded waste.

"solid waste management" means management of service.

"waste" means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

"yard debris" means grass clippings, leaves, hedge trimmings, and similar vegetable or fruit waste generated from residential property or residential or commercial landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

SECTION 4: EXCLUSIVE FRANCHISE AND EXCEPTIONS

4.1 There is hereby granted to Sanipac, Inc., the franchisee, the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.

4.2 Except for the franchisee and except as otherwise specifically provided in this Ordinance, it shall be unlawful for any person to:

4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;

4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.

4.3 Solid waste, whether or not source-separated, and including recyclable material, once placed in franchisee's vehicle, becomes the property of the franchisee. No person other than the franchisee shall remove solid waste placed out for collection and resource recovery by the franchisee, including, without limitation, any person acting or purporting to act as an agent for the owner of the solid waste in question. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall place material in or remove material from a container or cart. No person other than franchisee shall enter any container or cart, including, but not limited to, entrance by climbing into it, reaching into it, using a tool or otherwise.

4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she generates himself or herself to an authorized disposal site or resource recovery facility providing he or she complies with all other provisions of this Ordinance. Solid waste generated by a tenant, licensee, occupant, or similar person is produced by that person, not the landlord or property owner.

4.5 The exclusive right, privilege, and franchise to provide service granted to franchisee by this Ordinance shall extend to all land within the corporate limits of the City. Any land annexed to the City during the term of this Ordinance shall automatically be subject to this Ordinance, and the franchisee shall have the exclusive right, privilege and franchise to provide service to property in any land so annexed. Upon annexation, the franchisee shall contact the property owners of the newly annexed land and arrange for service.

SECTION 5: FRANCHISE TERM AND RENEWAL

The rights, privileges and franchise herein granted to the franchisee shall commence on the 1st day of [REDACTED], 2023, and shall be considered as a continuing ten (10) year franchise. That is, on [REDACTED] 1st of each year, the franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to [REDACTED] 1st of any year the City notifies the franchisee in writing of the intent to terminate the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise, which will terminate ten (10) years from the date of notice of termination. After such notification, the City may extend the term or reinstate the continuing renewal upon mutual agreement with the franchisee.

SECTION 6: INDEMNIFICATION AND INSURANCE

6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons to the extent caused by any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.

6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for \$5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.

6.3 The franchisee shall be required to furnish a surety bond with a bonding company entitled to transact business in the State of Oregon in the sum of \$10,000, conditioned that the franchisee shall well and truly observe and comply with the terms and conditions of this Ordinance. The franchisee shall renew the surety bond annually and file the bond with the City. The franchisee and the City may agree in writing to some additional method of securing to the City the assurance that the amount due to the City will be paid and that the franchisee will perform the terms of this Ordinance.

SECTION 7: RATES

7.1 The initial rates for service are attached as **Exhibit A**.

7.2 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner or operator of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.

7.3 The rates for service described above shall be automatically adjusted annually, effective March 1st of each year during the term of the franchise, commencing on March 1, 2023, based on the annual average increase, if any, of the Consumer Price Index – The "CPI" means the Consumer Price Index for All Urban Consumers, All items in West - Size Class B/C, all urban consumers, not seasonally adjusted – West-Size Class B/C. <https://data.bls.gov/timeseries/cuum400sa0,cuusn400sa0> Calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. For example, if the CPI increased three percent (3%) from the annual average of 2022 to the annual average of 2023 then the rates for service would automatically be subject to a three percent (3%) increase effective as of March 1, 2024. Under no circumstances shall the franchisee's rates be decreased below the rates in effect during the immediately preceding year. In the event the CPI increased over seven-point-two-five percent (7.25%) from the prior year's annual average, the automatic increase shall be capped at seven-point-two-five percent (7.25%) and the franchisee and the City shall meet and confer in good faith to determine whether the franchisee shall be entitled to receive the remaining increase above seven-point-two-five percent (7.25%). In this case the remaining increase above seven-point-two-five percent (7.25%) shall not be unreasonably withheld. In the event the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. All percentages shall be computed to the third decimal place.

7.4 In addition to the adjustment mechanisms set forth above, the franchisee may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect the franchisee's costs or revenues under this Ordinance, including, but not limited to, extraordinary increases in the cost of fuel. The franchisee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis there for, and all financial and other records on which the franchisee relies for its claim that the franchisee's costs have increased. City staff shall promptly review the franchisee's rate application and notify the franchisee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Council for its consideration. Rate adjustments made under this Section 7.5 may be requested by the franchisee at any time during the course of an operating year. The Council shall review and consider approval of adjustment requests under this Section 7.5 in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Council shall review and consider such requests within a reasonable period of time after the complete submittal by the franchisee of its application for an

extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of the franchisee. The Council may grant the franchisee's requested rate adjustment or, based on the information presented, increase the rates for service in amounts differing from the franchisee's request. The adjusted rates, if approved by the Council, shall go into effect after customers have received thirty (30) days' notice of such approval.

7.5 In an effort to defray the costs incurred by the franchisee for providing its services under this Ordinance, the franchisee shall be entitled to receive and retain all revenues, if any, from the sale of recyclable material and/or yard debris received by the franchisee from its customers.

SECTION 8: FRANCHISE FEE

8.1 In consideration of the granting of this franchise, the franchisee agrees to pay to the City a franchise fee of five percent (5.0%) of its gross receipts collected from customers within the City; provided that the franchisee shall be permitted to add (i.e., pass-through) the amount of such franchise fee to the rates charged to customers for solid waste, recyclable material and yard debris collection services. Such franchise fee shall be payable by the franchisee every other month beginning February 1, 2023.

8.2 The franchisee shall keep and maintain accurate books and records for the purpose of determining the amounts due the City under the provisions of this franchise. These books and records shall be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours. The franchisee shall keep and maintain books and records related to the franchise for a period of five (5) years following the expiration or earlier termination of the franchise. During that five (5) year period, the books and records shall continue to be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours.

SECTION 9: FRANCHISE RESPONSIBILITY

The franchisee shall:

9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.

9.2 Provide the opportunity to recycle consistent with ORS Chapter 459A and regulations promulgated thereunder.

9.3 Comply with all applicable local, state, and federal laws, now or hereafter enacted (Laws). In the case of a conflict between this Ordinance and other Laws, the Laws shall prevail.

9.4 Provide a minimum of weekly on-route collection of residential solid waste materials (35, 65, 96-gallon).

9.5 Provide a minimum of once per month collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.

9.6 Provide recycling education and promotion through its quarterly newsletters.

9.7 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.

9.8 Offer recycling collection service to multi-family dwelling complexes having five (5) or more units.

9.9 Offer on-site collection of commingled recyclable materials from commercial customers.

9.10 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.

9.11 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide the service pursuant to this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those customers providing that the customer will require and pay for service for a reasonable period of time. This Ordinance exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

9.12 Respond to any written complaint on service.

9.13 Provide three (3) roll off boxes annually for waste material generated from the City's community wide clean-up, free of charge.

9.14 Annually, remove all solid waste collected within one (1) 5-yard solid waste container from the Lowell Blackberry Jam Festival, free of charge.

9.15 Provide solid waste collection services for waste generated as part of the regular business of City Hall, free of charge.

SECTION 10: PUBLIC RESPONSIBILITY

In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

10.1 To prevent recurring back and other injuries to the franchisee and other persons and to comply with safety instructions to the franchisee from the State Accident Insurance Fund:

10.1.1 All customers who subscribe to the franchisee's residential collection service shall only use carts furnished by the franchisee. All such carts shall remain the property of the franchisee.

10.1.2 To allow proper use of franchisee's pickup equipment for carts, all residential customers shall, whether on collection days or for on-call service, place all carts at the street, curb, or other pickup point designated by the franchisee. Carts shall not be loaded beyond the manufacturer's recommended maximum load weight.

10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the cart to the street or curb, the franchisee will pick up the cart at the customer's residence at the same rate as curb service. All such carts shall remain the property of the franchisee. Any other customer who wants the cart picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.

10.1.4 Sunken receptacles shall not be used.

10.1.5 The customer shall provide safe access to the pickup point, so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the franchisee shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.

10.2 To protect the privacy, safety and security of customers and to prevent unnecessary physical and legal risk to the franchisee, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.

10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

SECTION 11: SUPERVISION

Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

SECTION 12: SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE

12.1 Failure to comply with a written notice to provide necessary service or otherwise to comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.

12.2 After written notice from the Council that those grounds exist, the franchisee shall have thirty (30) days from the date of receipt of the notice in which to comply (or commence compliance, if such failure to comply is not capable of being cured within thirty (30) days) or to request a public hearing before the Council.

12.3 If the franchisee fails to comply within the specified time or fails to comply (or commence compliance, if applicable) with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.

12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.

12.5 Should the franchisee at any time, contend that the City has breached any provision of this franchise, in any material respect, the franchisee shall immediately notify the City in writing of the franchisee's contention. The City shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than thirty (30) days. If the City fails to cure the breach within such time, the franchisee may suspend service or terminate this franchise.

SECTION 13: FORCE MAJEURE, EMERGENCY SERVICE BY THE CITY

13.1 The franchisee shall not be in default under this franchise in the event that the collection, processing, transportation and/or disposal services of the franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the franchisee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of the franchisee (each an "Event of Force Majeure").

13.2 The franchisee agrees as a condition of holding this franchise, that whenever the Council reasonably determines that the failure of service, other than in connection with an Event of Force Majeure, would result in the creation of an immediate and serious health hazard, the City may, after a minimum of seven (7) days' prior written notice to the franchisee, and a public hearing if requested by the franchisee, authorize City personnel or other persons to temporarily provide the service.

SECTION 14: TERMINATION OF SERVICE

The franchisee shall not terminate service to all or a portion of its customers unless:

14.1 The street or road access is blocked and there is no alternate route; provided, the City shall not be liable for any such blocking of access;

14.2 An Event of Force Majeure occurs; or

14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee's reasonable policies as in effect from time to time.

SECTION 15: TRANSFER OF FRANCHISE

The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld, conditioned or delayed. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

SECTION 16: INTERPRETATION

Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

SECTION 17: ENFORCEMENT

The City may enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance. Following written notice by the franchisee to the Administrator of a violation of any provision of this Ordinance, the City shall make all reasonable efforts to commence enforcement action(s) against the violator(s) identified in the franchisee's notice within seven (7) days of the date of the notice. Notwithstanding the foregoing, the franchisee may independently enforce the exclusivity provision of this Ordinance against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the franchisee.

SECTION 18: HAZARDOUS WASTE

Those residents receiving services within the City shall not deposit in the franchisee's equipment or place out for collection by the franchisee any hazardous waste. Title to and liability for any hazardous waste shall remain with the resident and/or generator of such hazardous waste, even if the franchisee inadvertently collects and disposes of such hazardous waste. Notwithstanding any other term contained herein, the franchisee shall have no obligation to collect any material which is, or which the franchisee reasonably believes to be, hazardous waste. If the franchisee finds what reasonably appears to be discarded hazardous waste, the franchisee shall notify the resident/ generator, if such can be determined, that the franchisee may not lawfully collect such hazardous waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 19: ARBITRATION

19.1 If any controversy between the City and franchisee regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within ten (10) days from the giving of notice, each party shall within five (5) days thereafter appoint one (1) arbitrator. The two (2) arbitrators shall immediately select an impartial third (3rd) arbitrator to complete a three (3)-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Lane County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 et seq., or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).

19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

SECTION 20: ATTORNEY'S FEES

If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy between the City and the franchisee arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs (including the cost of the arbitrator(s) and the arbitration) and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

SECTION 21: NOTICE

Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

City of Lowell
PO Box 490
107 East 3rd Street
Lowell, Oregon 97452

or to the franchisee at:

Sanipac Inc.
P.O. 10928
Eugene, Oregon 97440

The City and the franchisee may change its address designation upon written notice to the other.

SECTION 22: EFFECTIVE DATE

This Ordinance will go into full force and effect on the 30th day after City Council enactment and signature by the Mayor.

READ FOR A FIRST TIME, BY TITLE ONLY, this _____, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION, this _____ day of _____ no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a _____ vote in favor and a _____ against by the Lowell City Council this _____ day of _____.

ATTEST:

DRAFT

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Approve Resolution #797, "A resolution adopting City Council's priorities for 2023." – Discussion/ Action

Justification or background:

See attached memo.

Budget impact:

N/A

Department or Council sponsor:

City Council

Attachments:

Memo summarizing goal-setting exercise; Resolution 797

Meeting date:	02/07/2023
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City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Email: admin@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: Thursday, February 2, 2023
Re: Follow up from January 21, 2023 goal-setting exercise

MEMO

1. How did we conduct the goal-setting exercise?

On January 21, 2023, City Council identified 51 projects. The council then rank-ordered each of these projects, categorizing them as "must have," "should have," or "could have." Each Councilor had a limited number of points that they could allocate for each project category: 3 points for "must have," 4 points for "should have," and 5 points for "could have." Projects that didn't have any points are assigned to the "wish" or "won't have at this time" category.

Must have projects are critical the most critical to the city's success and well-being. *Should have* projects are important, but less critical than *must have* projects. *Could have* projects are desirable but not essential to the city's success and well-being.

Resolution 797 lists all the 51 projects by category and in order of importance, from highest priority to lowest priority. The attached, color-coded summary shows the points assignments for each project.

Several projects are equal in total points. The tie-breaker was in the number of "must have" points compared to "should have" points or (if necessary) the number of "should have" points compared to "could have" points. For instance, items 3 and 4 both have 7 total points. Item 3 is higher in priority because it has 6 "must have" points, whereas item 4 has 3 "must have" points.

I determined the cut-off point between each category based on professional judgment. The exception is the "wish" or "won't have at this time" projects, which do not have any points. The first 4 "must have" items, in my professional opinion, are of critical importance, hence their rating.

2. Why should the City Council adopt these priorities via a resolution?

A resolution is the formal means through which the City Council acts. On an issue as important as the city's annual goals, it is important for the City Council to speak clearly and with one voice, as through a resolution. In addition, due to the complexity of this topic, adoption of these priorities through a simple motion would be unwieldy.

Adoption through a resolution has the benefit of keeping the City Council and staff focused. When a city council does not stay focused on approved goals, the following risks may arise:

1. **Resource allocation:** An expanding list of projects, and scope creep among existing projects, requires additional resources, such as time, money, and personnel, that were not originally budgeted for, leading to cost overruns and delays.
2. **Decreased efficiency:** If the council continually adds new objectives or changes its focus, it can result in confusion and reduced productivity, as team members may struggle to keep up with the shifting priorities.
3. **Reduced effectiveness:** When the list of projects continuously expand, this can lead to decreased focus and reduced effectiveness, as resources are spread too thin across multiple objectives.
4. **Lack of accountability:** When goals are continually modified or expanded, it becomes difficult to hold team members accountable for delivering results, as they may not be able to keep up with the changing expectations.

Adopting goals through a resolution allows a city council to formalize its objectives and demonstrate a commitment to achieving them. A resolution provides a clear record of the council's intentions and serves as a reference for future decision-making and progress tracking. Additionally, a resolution can build support for the goals among the city councilors, staff, and the public, as well as provide accountability for the council's actions.

By adopting goals through a resolution, a city council can establish a clear direction for its work and demonstrate its commitment to serving the needs of its community.

3. How should the City Council and staff balance day-to-day responsibilities with the priorities resolution?

The priorities resolution can serve as a guide for both city councilors and staff in managing day-to-day activities. For example:

1. **Setting priorities:** Staff and city councilors can use the priorities resolution to prioritize tasks and allocate resources in line with the council's goals. This can help ensure that day-to-day activities align with the council's overall objectives.

2. **Tracking progress:** The priorities resolution can serve as a reference for tracking progress and ensuring that the council is on track to achieve its goals. This can help staff and city council members stay focused on the objectives and make adjustments as needed.
3. **Evaluating success:** The priorities resolution can provide a clear benchmark for evaluating the success of the council's initiatives. This can help staff and city council members assess the effectiveness of their efforts and identify areas for improvement.

Balancing day-to-day requirements with the need to achieve the goals in the resolution can be challenging, but it is possible. Here are some strategies that can help:

1. **Regular review:** Staff and city councilors should regularly review the priorities resolution to ensure that day-to-day activities align with the council's goals. This can help identify areas where priorities may need to be adjusted.
2. **Communication:** Staff and city councilors should communicate regularly to ensure that everyone is aware of the council's priorities and working towards the same goals.
3. **Resource allocation:** Staff and city councilors should allocate resources, such as time, money, and personnel, in line with the council's priorities to ensure that they are effectively aligned with the council's goals.

By using the priorities resolution in this way, staff and city councilors can balance day-to-day requirements with the need to achieve the council's goals and ensure that their efforts are focused and effective.

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
1	Add 1 full-time Public Works employee to respond to growing workloads	1	4	0	3	8	0	11	Must have
2	Replace the existing utility SCADA system with new hardware and software	3	0	0	9	0	0	9	Must have
3	Update the personnel policy and create job descriptions	2	0	1	6	0	1	7	Must have
4	Complete the sale of surplus city properties and use the sale proceeds to improve the city's financial condition	1	2	0	3	4	0	7	Must have
5	Plant shade trees in Rolling Rock Park	2	0	0	6	0	0	6	Should have
6	Complete an analysis of the city's buildable land and future housing needs	1	1	1	3	2	1	6	Should have
7	Start an intern program to supplement city service and assist in training the next generation of public servants	1	0	3	3	0	3	6	Should have
8	Turn the contract accountant role into a part-time or full-time Finance Director position	0	2	1	0	4	1	5	Should have
9	Construct a basketball court at Rolling Rock Park	0	1	3	0	2	3	5	Should have

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
10	Create a 5-year capital improvements program to synthesize the recommendations from all the city's master plans, as well as other operational needs	1	0	1	3	0	1	4	Should have
11	Determine the cost-effectiveness of the current law enforcement service agreement with Oakridge Police Department and make a decision on whether to keep or cancel the agreement	0	2	0	0	4	0	4	Should have
12	Take steps needed to form an urban improvements district, starting with a feasibility study	0	1	2	0	2	2	4	Should have
13	Conduct public outreach and education on code enforcement, including limitations on what city staff can do with existing resources	1	0	0	3	0	0	3	Should have
14	Develop a new comprehensive plan	1	0	0	3	0	0	3	Should have
15	Give the public the opportunity to weigh in on expanded law enforcement services through outreach and a referred measure seeking funding	1	0	0	3	0	0	3	Should have

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
16	Complete an emergency management plan in collaboration with local agencies and community groups	0	1	1	0	2	1	3	Should have
17	Complete a risk matrix for city operations to assist City Council with decision-making	0	1	0	0	2	0	2	Could have
18	Complete a web accessibility audit	0	1	0	0	2	0	2	Could have
19	Complete the process to demolish the old City Hall and prepare the property for sale, including moving the old records out of the building	0	1	0	0	2	0	2	Could have
20	Create a user-friendly financial dashboard to supplement the current monthly financial statement reports	0	1	0	0	2	0	2	Could have
21	Implement an ordinance to allow and regulate food trucks within the city	0	1	0	0	2	0	2	Could have
22	Install a well system in Paul Fisher Park for irrigation purposes	0	1	0	0	2	0	2	Could have
23	Continue holding the Blackberry Jam Festival commensurate with the number of volunteers willing to serve and in line with recommendations from a risk assessment	0	0	2	0	0	2	2	Could have
24	Install cameras and monitoring systems at city parks	0	0	2	0	0	2	2	Could have

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
25	Repaint and rehabilitate the caboose at Rolling Rock Park	0	0	2	0	0	2	2	Could have
26	Create a plan for greater speed control in the city, including speed display signs, traffic and speed control measures, and traffic enforcement	0	0	1	0	0	1	1	Could have
27	Create a reference manual of city events for training purposes and for public knowledge	0	0	1	0	0	1	1	Could have
28	Create a street light program, including options for expanding and maintaining street lights	0	0	1	0	0	1	1	Could have
29	Determine benchmark comparisons for the city's financial position and set targets (for example, ending fund balances) using those benchmarks	0	0	1	0	0	1	1	Could have
30	Expand high speed internet throughout the city and explore options for funding	0	0	1	0	0	1	1	Could have
31	Hold additional work sessions to determine how to direct limited city resources to existing code enforcement issues	0	0	1	0	0	1	1	Could have
32	Build the new water reservoir, as recommended in the water master plan	0	0	0	0	0	0	0	Wish/Won't have

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
33	Complete repairs to sewer collection system to reduce inflow and infiltration to reduce the risk of system overflows and non-compliance	0	0	0	0	0	0	0	Wish/Won't have
34	Create a sidewalk connectivity plan	0	0	0	0	0	0	0	Wish/Won't have
35	Create a street maintenance schedule	0	0	0	0	0	0	0	Wish/Won't have
36	Create a walking routes map and put copies of the map in the library, etc. for use by the public	0	0	0	0	0	0	0	Wish/Won't have
37	Develop a community garden in city parks	0	0	0	0	0	0	0	Wish/Won't have
38	Develop a plan for the Sunridge Subdivision open space	0	0	0	0	0	0	0	Wish/Won't have
39	Hold a successful opening ceremony for the library, including press coverage and attendance from local and state dignitaries	0	0	0	0	0	0	0	Wish/Won't have
40	Hold an annual hazardous waste round-up event for citizens	0	0	0	0	0	0	0	Wish/Won't have
41	Hold storywalk events at city parks	0	0	0	0	0	0	0	Wish/Won't have
42	Improve drainage on D Street	0	0	0	0	0	0	0	Wish/Won't have

#	Item	# of councilors assigning points			Points assignment			Total points	Category
		Must have	Should have	Could have	Must have points	Should have points	Could have points		
43	Obtain grants to construct a pedestrian-friendly route to the lake	0	0	0	0	0	0	0	Wish/Won't have
44	Obtain grants to supplement the library's operating budget	0	0	0	0	0	0	0	Wish/Won't have
45	Obtain necessary matching funds to secure our 2019 Land and Water Conservation Fund grant, even if on a smaller scope than originally planned	0	0	0	0	0	0	0	Wish/Won't have
46	Prepare a list of possible elections or referenda to be referred to the voters	0	0	0	0	0	0	0	Wish/Won't have
47	Purchase a smart board and monitor for the multi-purpose room	0	0	0	0	0	0	0	Wish/Won't have
48	Reactivate the Economic Development Committee	0	0	0	0	0	0	0	Wish/Won't have
49	Reactivate the Library Committee and create a "Friends of the Library" non-profit organization	0	0	0	0	0	0	0	Wish/Won't have
50	Rehabilitate and secure restrooms at city parks	0	0	0	0	0	0	0	Wish/Won't have
51	Schedule adult education program in the multi-purpose room in collaboration with local agencies such as community colleges	0	0	0	0	0	0	0	Wish/Won't have

CITY OF LOWELL, OREGON

RESOLUTION 797

**A RESOLUTION ADOPTING THE CITY COUNCIL'S PRIORITIES
FOR 2023.**

The City Council finds as follows:

1. On January 21, 2023, the City Council held a work session to identify and rank projects of importance to the city.
2. The City Council identified and rank-ordered a total of 51 projects.
3. The City Council categorizes the projects into three priorities: "must have," "should have," and "could have."
4. The highest priority projects, categorized as "must have," are considered the most critical to the City's success and well-being.
5. The second highest priority projects, categorized as "should have," are considered important but less critical than the "must have" projects.
6. The third highest priority projects, categorized as "could have," are considered desirable but are not essential to the City's success and well-being.
7. Projects not identified as "must have," "should have," or "could have" are categorized as "wish" or "won't have at this time."
8. The City Council's ranking of these projects will serve as a guide for future budgeting and resource allocation decisions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lowell, Oregon as follows:

Section 1. The City Council's "must have" goals, in order of highest to lowest priority, are as follows:

1. Add 1 full-time Public Works employee to respond to growing workloads.
2. Replace the existing supervisory control and data acquisition (SCADA) with new hardware and software.
3. Update the personnel policy and create job descriptions.
4. Complete the sale of surplus city properties and use the proceeds to improve the city's financial condition.

Section 2. The City Council’s “should have” goals, in order of highest to lowest priority, are as follows:

1. Plant shade trees in Rolling Rock Park.
2. Complete an analysis of the city’s buildable land, along with an assessment of future housing needs.
3. Start an intern program to supplement city staffing and to assist in training the next generation of public servants.
4. Turn the contract accountant role into a part-time or full-time Finance Director position.
5. Construct a basketball court at Rolling Rock Park.
6. Create a 5-year capital improvements plan to synthesize the recommendations from all the city’s master plans, as well as other operational needs.
7. Determine the cost-effectiveness of the current law enforcement service agreement with Oakridge Police Department and make a decision on whether to keep or cancel the agreement.
8. Take steps needed to form an urban improvements district, starting with a feasibility study.
9. Conduct public outreach and education on code enforcement, including limitations on what city staff can do with existing resources.
10. Develop a new comprehensive plan.
11. Give the public the opportunity to weigh in on expanded law enforcement services through outreach and a referred measure seeking funding.
12. Complete an emergency management plan in collaboration with local agencies and community groups.

Section 3. The City Council’s “could have” goals, in order of highest to lowest priority, are as follows:

1. Complete a risk matrix for city operations to assist City Council with decision-making.
2. Complete a web accessibility audit.
3. Complete the process to demolish the old City Hall and prepare the property for sale, including moving the old records out of the building.
4. Create a user-friendly financial dashboard to supplement the current monthly financial statement reports.
5. Implement an ordinance to allow and regulate food trucks within the city.
6. Install a well system in Paul Fisher Park for irrigation purposes.
7. Continue holding the Blackberry Jam Festival commensurate with the number of volunteers willing to serve and in line with recommendations from a risk assessment.
8. Install cameras and monitoring systems at city parks.
9. Repaint and rehabilitate the caboose at Rolling Rock Park.
10. Create a plan for greater speed control in the city, including speed display signs, traffic and speed control measures, and traffic enforcement.
11. Create a reference manual of city events for training purposes and for public knowledge.

12. Create a street light program, including options for expanding and maintaining street lights.
13. Determine benchmark comparisons for the city's financial position and set targets (for example, ending fund balances) using those benchmarks.
14. Expand high speed internet throughout the city and explore options for funding.
15. Hold additional work sessions to determine how to direct limited city resources to existing code enforcement issues.

Section 4. Projects categorized as “wish” or “won’t have at this time” are as follows:

- Build the new water reservoir, as recommended in the water master plan.
- Complete repairs to sewer collection system to reduce inflow and infiltration to reduce the risk of system overflows and non-compliance.
- Create a sidewalk connectivity plan.
- Create a street maintenance schedule.
- Create a walking routes map and put copies of the map in the library, etc. for use by the public.
- Develop a community garden in city parks.
- Develop a plan for the Sunridge Subdivision open space.
- Hold a successful opening ceremony for the library, including press coverage and attendance from local and state dignitaries.
- Hold an annual hazardous waste round-up event for citizens.
- Hold story walk events at city parks.
- Improve drainage on D Street.
- Obtain grants to construct a pedestrian-friendly route to the lake.
- Obtain grants to supplement the library's operating budget.
- Obtain necessary matching funds to secure our 2019 Land and Water Conservation Fund grant, even if on a smaller scope than originally planned.
- Prepare a list of possible elections or referenda to be referred to the voters.
- Purchase a smart board and monitor for the multi-purpose room.
- Reactivate the Economic Development Committee.
- Reactivate the Library Committee and create a "Friends of the Library" non-profit organization.
- Rehabilitate and secure restrooms at city parks.
- Schedule adult education program in the multi-purpose room in collaboration with local agencies such as community colleges

Section 5. The City Council intends to review this update this list periodically, as well as to monitor progress towards achieving these goals.

Section 6. This Resolution is effective upon adoption and will remain in place until amended or repealed through further City Council resolutions.

Adopted by the City Council of the City of Lowell this 7th day of February, 2023.

AYES: _____

NOES: _____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Follow up on city annex for the Lane County Multi-Jurisdictional Hazard Mitigation Plan. – Discussion

Justification or background:

At your 1/17/23 meeting, I gave you a homework assignment: prepare a list for discussion of hazard types, effect of the hazard, frequency of the hazard, and severity of the hazard. Lane County Emergency Management staff will be in Lowell on February 9 to be working with us on our city annex. I would like to include your input in that process.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

N/A

Meeting date:	02/07/2023
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Agenda Item Sheet
City of Lowell City Council



Type of item:	Contract
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Item title/recommended action:

Approve a contract with Paramount Ironworks in the amount of \$18,500 for the construction of a trench drain and authorize the City Administrator to sign. – Discussion/ Action

Justification or background:

At your 11/15/22, staff informed City Council that we would be rebidding the trench drain project associated with the Crestview Estates subdivision. (For more background, see 11/1/22 meeting packet.)

On 1/9/23, the city issued a request for quotation for the installation of a trench drain east of the property line of 272 Rockcrest Dr. Bids were due on 1/25/23. Civil West Engineering managed all aspects of the procurement, including preparing the solicitation, contacting the contractors, and drafting the contract.

A bid tabulation is included after this agenda sheet. Paramount Ironworks was the lowest responsive bidder, with a bid of \$18,544. Staff request approval from City Council of the bid, along with authorization for the City Administrator to sign the contract. The property owner where the work will be conducted has provided their approval

Budget impact:

Expenditure of \$18,544.62. The developer, McDougal Bros. Investments, prepaid \$11,340 of that amount.

Department or Council sponsor:

Public Works

Attachments:

Bid tabulation; construction contract.

Meeting date:	02/07/2023
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City of Lowell - Rockcrest Perforated Drain
 Bids Due: 01/25/2023

Item	Description	Unit	Est. Quantity	Paramount Ironworks		C&R Homes and Cons. Services		Emerald Excavating		Northwest Community Builders		H&J Construction		Notes
				Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	Unit Price (\$)	Extended Price (\$)	
1	Mobilization, Bonds, and Insurance	LS	1	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,960.00	\$ 1,960.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	
2	Construction Facilities and Temporary Controls	LS	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00	\$ 3,060.00	\$ 3,060.00	\$ 5,000.00	\$ 5,000.00	
3	Erosion Control	LS	1	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 1,845.00	\$ 1,845.00	\$ 1,000.00	\$ 1,000.00	
4	Demolition and Site Preparation	LS	1	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00	\$ 2,820.00	\$ 2,820.00	\$ 1,000.00	\$ 1,000.00	
5	Trench Excavation	CY	98	\$ 80.61	\$ 7,900.00	\$ 30.00	\$ 2,940.00	\$ 123.70	\$ 12,122.60	\$ 100.00	\$ 9,800.00	\$ 200.00	\$ 19,600.00	
6	12" PVC or HDPE Perforated Pipe	LF	158	\$ 11.39	\$ 1,799.62	\$ 45.00	\$ 7,110.00	\$ 69.10	\$ 10,917.80	\$ 26.50	\$ 4,187.00	\$ 25.00	\$ 3,950.00	
7	2"-1" Open Drain Rock	CY	98	\$ 16.10	\$ 1,577.80	\$ 55.00	\$ 5,390.00	\$ 81.76	\$ 8,012.48	\$ 115.00	\$ 11,270.00	\$ 35.00	\$ 3,430.00	
8	Filter Fabric Liner	SQ FT	1,890	\$ 0.48	\$ 907.20	\$ 1.25	\$ 2,362.50	\$ 0.30	\$ 567.00	\$ 0.50	\$ 945.00	\$ 3.00	\$ 5,670.00	
9	Disposal of Spoils	LS	1	\$ 4,410.00	\$ 4,410.00	\$ 2,450.00	\$ 2,450.00	\$ 800.00	\$ 800.00	\$ 2,630.00	\$ 2,630.00	\$ 4,500.00	\$ 4,500.00	
10	Landscape, Fence, and Misc Restoration	LS	1	\$ 500.00	\$ 500.00	\$ 6,500.00	\$ 6,500.00	\$ 8,032.00	\$ 8,032.00	\$ 3,250.00	\$ 3,250.00	\$ 5,000.00	\$ 5,000.00	
Total Base Bid					\$ 18,544.62		\$ 32,752.50		\$ 43,261.88		\$ 44,807.00		\$ 64,150.00	

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

This Agreement is by and between **City of Lowell** ("Owner") and **Paramount Ironworks LLC** ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of 150' of perforated storm drain. Work is to include demolition, excavation, installation, and site repair. This includes potential removal and reconstruction of existing fence onsite.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Rockcrest Drive Trench Drain Installation**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Civil West Engineering Services, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by a third party **engineer (Anthony Favreau).**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$400** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, Bonds, and Insurance	LS	1	\$500.00	\$500.00
2	Construction Facilities and Temporary Controls	LS	1	\$0.00	\$0.00
3	Erosion Control	LS	1	\$200.00	\$200.00
4	Demolition and Site Preparation	LS	1	\$750.00	\$750.00
5	Trench Excavation	CY	98	\$80.61	\$7,900.00
6	12" PVC or HDPE Perforated Pipe	LF	158	\$11.39	\$1,799.62
7	2" –1" Open Drain Rock	CY	98	\$16.10	\$1,577.80
8	Filter Fabric Liner	SQ FT	1,890	\$0.48	\$907.20
9	Disposal of Spoils	LS	1	\$4,410.00	\$4,410.00
10	Landscape, Fence, and Misc Restoration	LS	1	\$500.00	\$500.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$18,544.62

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 7th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. 90 percent of the value of the Work completed (with the balance being retainage).
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **3.5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **2** sheets with each sheet bearing the following general title: **Public Improvement Plans for Crestview Estates.**
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. **None.**
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

This Agreement will be effective on **February 7, 2023** (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: City of Lowell</p> <p>Mailing address (<i>principal place of business</i>):</p> <p>107 E. 3rd St P.O. Box 490 Lowell, OR 97452</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p>Rockcrest Drive Trench Drain Installation</p> <p>Contract Price: \$18,544.62</p> <p>Effective Date of Contract: February 7, 2023</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p>_____</p> <p><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>_____</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 Availability of Lands

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 Contractor's Insurance

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

7.06 Substitutes

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

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

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

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

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

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

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

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

c. *Construction Equipment Rental*

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

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

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

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

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

D. *Contractor's Fee*

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

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

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

13.02 Allowances

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

13.03 Unit Price Work

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

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

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 Defective Work

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

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

14.07 Owner May Correct Defective Work

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

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

15.01 Progress Payments

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

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

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

C. *Review of Applications*

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

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

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

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

15.04 *Partial Use or Occupancy*

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

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

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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

15.08 *Correction Period*

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

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

- A. Owner shall furnish to Contractor **three** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

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

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

1. *Basic Requirements*

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

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **25 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

Electronic Document or use an alternative delivery method to complete the communication.

- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

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

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

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

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

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor’s sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor’s use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor’s subcontractors. Contractor warrants that subsequent use by Contractor’s subcontractors complies with all terms of the Contract Documents and Owner’s response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at **\$175** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

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

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.5 inches** of precipitation.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **32** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded at the weather monitoring station at **Green Mountain, OR (ID: CCRO3) (43.725278N, 122.805556W)**.

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

5.03 *Subsurface and Physical Conditions*

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

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

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at [location] during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

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

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

Report Title	Date of Report	Technical Data
None		

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

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.21 Amend the first sentence of Paragraph 6.01.A by striking out the following words:

“and a payment bond, each”, and “and payment”

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

1. *Required Performance Bond Form*: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

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

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

6.03 *Contractor’s Insurance*

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

- D.
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$500,000
Bodily injury by disease—aggregate	\$500,000
Employer’s Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$500,000
Bodily Injury and Property Damage—Each Occurrence	\$500,000

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

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

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

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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

- M. *Contractor’s Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of

pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

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

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

O. 6.04 *Builder’s Risk and Other Property Insurance*

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

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

1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar

nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

1. Regular working hours will be **7 am – 7 pm**.
2. Owner's legal holidays are **those defined by the Oregon Department of Administrative Services**.

7.10 *Taxes*

ARTICLE 8—OTHER WORK AT THE SITE

No Suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

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

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

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

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

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction

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

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No suggested Supplementary Conditions in this Article.

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

15.01 *Progress Payments*

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

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

15.03 *Substantial Completion*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

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

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

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EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

VOLUME 2

TECHNICAL SPECIFICATIONS

LOWELL - ROCKCREST DR. TRENCH DRAIN

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SECTION 01010 – SUMMARY OF THE WORK

PART 1 GENERAL

1.01 WORK SUMMARY:

- A. The Contractor shall furnish all labor, equipment, and materials necessary to complete all work in accordance with the Contract Documents.
- B. The work shall be performed at the Crestview Estates Development (also known as “Rockcrest”), City of Lowell, Oregon.
- C. The Project Scope for each schedule is briefly described below.
 - 1. The Crestview Estates Trench Drain Project will construct a new trench drain in the Crestview Estates subdivision. The trench drain will consist of a 12” perforated pipe, drain rock, and filter fabric. The drain will be connected to an existing ditch inlet. Work will also include hauling and disposing of spoils.
- D. Work shall not begin until City has issued the Notice to Proceed to the Contractor.

1.02 WORK PROGRESS

- A. It is the intent of these Contract Documents that the Work proceed in a systematic manner so that a minimum of inconvenience to the public results in the progression of the work. Suitable equipment will be required to properly execute the work with the least amount of disruption to services and access through the work area. Contractor shall contain operations to within the designated public properties, rights-of-way and within any construction easements obtained for this project.
- B. Contractor shall order and schedule delivery of materials in ample time to avoid delays in construction. If any item is found to be unavailable, notify the Engineer immediately to permit the Engineer's selection of suitable substitute. Timely delivery of all materials and equipment is Contractor's responsibility. No extensions in Contract Time will be allowed due to delays caused by late delivery of items. Availability of items should be determined during bidding.
- C. The Contractor shall protect the work and materials from damage due to the nature of the work, the elements, carelessness of others, or from any other cause until the completion and final acceptance of the work. All loss or damage arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects which may be encountered in the execution of the work, or from the action of the elements, shall be sustained by the Contractor.
- D. The Contractor shall remove completely all materials designated for removal, to the extent specified and/or indicated in the drawings. For such materials, removal, hauling, disposal (including providing disposal location), and applicable precautions are entirely the Contractor's responsibility. Allow no excess accumulation of non-reusable material at job site(s).
- E. Contractor is responsible for the protection of all existing improvements that are to remain in place. This includes, but is not necessarily limited to: existing utilities, roads, driveways, drainage ditches, culverts, fencing, shrubbery, and all landscaping structures and vegetation. Temporary enclosures, walls, covers, or other protection shall be provided and maintained by the Contractor as required. Contractor shall cooperate with

the owners of such improvements and shall restore and/or replace all damaged items as directed, without any additional expense to the Owner or payments to the Contractor.

1. The location and depth shown on the drawings for the existing utilities are approximate only and are based on Record Drawings, valve locations and other information.
 2. Contractor shall pothole and locate the existing utilities prior to construction. Minor field adjustments to the proposed pipe routes may be required.
- F. The Contractor shall be responsible to properly phase all work to allow continued operations of existing system and facilities during course of construction. The following general phases of construction will be required:
1. Complete all clearing & grubbing along with required earthwork, site grading, placement of fills, site piping all as required for complete site preparation for the new facilities.
 2. Construct/ place new facilities as specified and shown.
 3. Connect new facilities to existing system.

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Wherever in these Specifications an article, device or piece of equipment is referred to in the singular, such reference shall include as many such items as are shown on the Drawings or are required to complete the installation.
- B. Miscellaneous items required in the project that do not have a corresponding Section in the Bid Form are to be considered incidental costs to the project. Compensation for such items and/or work shall be incorporated into other related bid items or total costs. No separate measurement and payment will occur for such incidental costs.
- C. Monthly progress payments and final payment will be made in accordance with the Contract, the General Conditions, and the Supplementary General Conditions. A portion of all progress payments will be withheld as “retainage” in accordance with the General and Supplementary General Conditions.
- D. Additional detail on measurement and payment may be found in other Sections detailing specific items. If no payment information is provided in specific sections, payment for materials or workmanship shall be included with the related items on the bid form for each part of the project.

1.02 UNIT PRICES

- A. Payment will be made on a unit price basis according to the prices provided by the Contractor in the accepted Bid Form (Proposal). Payment will be made for the actual quantity of individual items (units) incorporated and installed in the project.
- B. Several items are included on the Bid Form as a unit price. These have a unit price associated with it because actual quantity may vary depending on site conditions. Contractor to maintain and submit quantity data on all material installed as required in the project construction documents.

1.03 LUMP SUMS

- A. Payments on lump sum or bid items will be made based on the percentage of work complete at the end of the particular payment period.
- B. Percentage of work complete will be recorded and submitted by the Contractor and estimated by the Engineer based on inspection.

1.04 PROGRESS PAYMENTS

- A. Monthly progress payments will be made as set forth in the Agreement and in accordance with the General Conditions and Supplementary General Conditions.
- B. At the stated day of the month, submit a monthly payment request in accordance with the General Conditions and Supplementary General Conditions. Base request on actual quantities installed and completed, and/or approved schedule of values with percent complete of each item. Show payment requested for each item, and total payment requested.

- C. Engineer will review payment requests and compare with inspection records to verify quantities and completed items. Engineer will recommend payment amounts for Owner approval and payment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. All Work described in this section is considered incidental to the Work. No additional measurement or payment shall be made.

END OF SECTION

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SECTION 01028 – CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

- A. Change orders may be required to make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described by Change Orders signed by the Owner, Engineer, Funding Agency, and the Contractor.
- B. See also applicable sections of the General Conditions and applicable portions of the Supplementary General Conditions.
- C. Work outside the scope of the original Contract Document intent will not be paid for by Owner or Engineer unless an approved Change Order precedes such work.

1.02 PROCESSING CHANGE ORDERS

- A. Change Orders will be numbered in sequence and dated. The Change Order will describe the changes and will be signed by the Owner, Engineer, Funding Agency, and the Contractor. Request for estimates for possible changes are not to be considered Change Orders or direction to proceed with the proposed changes.
- B. Change Orders will be prepared by the Engineer.
- C. Contractor may request that the Owner consider a Change Order by sending a written Change Order Request to both Owner and Engineer to initiate the Change Order process. Any increase in cost or time requested by Contractor shall be reasonable and based on the provisions in the Contract Documents.
- D. When requested, Contractor shall provide written evidence substantiating cost changes including receipts, cost proposals from suppliers, and wage forms showing labor used for a particular change.
- E. Change Orders will be processed using the form shown in these Contract Documents.
- F. Change Order may include changes for costs, time, material selections, or other changes to the Contract Documents as necessary.
- G. Change Order costs, if not directly related to bid item unit costs, shall be based on the lowest price that the Contractor can provide the additional necessary work, plus a profit of 15%.

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SECTION 01040 – COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. Restrict work to within public rights-of-way and easements obtained for this project. Do not enter private property neighboring project location without written permission.
- B. The Contractor shall coordinate his work with the following:
 - 1. City of Lowell
 - 2. Lane County
 - 3. Other affected utilities and agencies
 - 4. Private Property Owners and general public (particularly the owner of Lot 12 and the owner of the uphill property)
- C. Coordinate with Owner for site access and any required water service shut-downs. Notify Owner at least 2 days in advance of when shutdowns of water service are needed. Contractor shall not operate system valves without Owner approval
- D. Permit and maintain access for the Owner and/or residents to any adjacent facilities that are not part of work included within the project.
- E. Coordinate with Owner to determine the locations of underground piping, vaults, valves and other items that could be damaged during construction.
- F. Restoration and cleanup work shall be completed with each phase of the construction project. Parking lots and properties shall be maintained and kept clean and clear of excess excavation, debris, dirt and other materials.
- G. The storm drain is located on a private utility easement. The contractor must not drive on the area outside of that easement when the ground is wet enough to cause rutting and compaction. Placing excavated materials outside of the easement during construction is acceptable.
- H. The contractor must restore the site and re-seed it after construction.
- I. The contractor must communicate with the property owner of map/tax lot number 19-01-11-31-02900, where the trench drain will be constructed, regarding access to the property and scheduling the construction.
- J. The contractor will be required to coordinate with the property owner of 275 Rockcrest Dr. on the installation of a fence. The property owner has recently installed a fence adjacent to the drain. Any dismantling of that fence must be approved by the homeowner and the schedule shall be coordinated with the homeowner. If the fence is damaged or partially removed (with approval) it must be reconstructed in like new condition.
- K. The City will provide contractor contact information for the owners of the properties mentioned above.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. All Work described in this section is considered incidental to the Work. No additional measurement or payment shall be made.

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SECTION 01046 – PROTECTION OF EXISTING IMPROVEMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Where Contractor's operations are near utility systems, structures, or are adjacent to other property, no work shall be started until all arrangements necessary for protection thereof have been made by the Contractor. Contractor shall exercise all possible precautions to prevent damage to existing structures, improvements, and underground utilities which are to remain.
- B. Approximate locations of known underground utilities are shown on the Plans. Exact location or extent of such utilities is not guaranteed, and utilities may exist which are not shown on the Plans. Contractor shall call for utility locates prior to any digging. Contractor shall also pothole as required ahead of the work to verify the location and depths of affected utilities. No additional compensation will be given for such work or for utilities being different from shown on the plans.
1. All trench excavations and structure excavations within two (2) feet of any existing underground utility shall be performed by hand methods in accordance with state laws.
- C. The Contractor shall be solely and directly responsible to the owner's and operator's of such properties and services for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under this Contract.
- D. Restoration of Existing Improvements. Except as shown on the Plans or as provided elsewhere in these specifications, the Contractor shall, at their own expense, repair and/or replace all utilities, services, landscaping, structures, substructures and other improvements damaged by the operations associated with this project, as directed. These repairs and replacements shall all be suitable and proper for intended use and in every respect acceptable to the Owner, Engineer and appropriate governing body or owner of such improvement. At minimum, restoration will be required to match the existing adjacent structure/improvement in thickness, finish, quality, quantity, and aesthetics.
1. In the event of interruption of domestic water, electric, telephone, sewer, or other utility services, the Contractor shall promptly notify the proper authority, the Engineer, and the Owner. The Contractor shall cooperate with the proper authority in restoration of service as promptly as possible and shall bear all costs of repair.
- E. The Contractor shall pothole existing utilities and other underground structures ahead of their work so that potential conflicts can be minimized or that minor relocation of the piping routes can be made. Potholing is defined as exploratory excavation of existing utilities to verify their depth and location.

1.02 INTERFERING STRUCTURES, IMPROVEMENTS AND LANDSCAPING

- A. It shall be entirely the responsibility of the Contractor to locate and protect all existing structures, landscaping, and other improvements in advance of the work. Neither the Owner, Engineer, nor any of their officers or agents shall be responsible to the Contractor

for damages as a result of any structures or improvements being located differently than indicated in the drawings, nor which exist and are not indicated on the drawings.

- B. If interfering power poles, telephone poles, guy wires, or anchors are encountered, the Contractor shall notify the affected utility and the Engineer at least seven (7) days in advance of construction to permit arrangements for protection or relocation of the structure. However, failure of utility to respond shall create no obligation on Owner, and Contractor shall protect all utilities against damage, or shall stand all costs involved thereof.
- C. Landscaping, Tree, and Plant Protection. Provide adequate protection of existing landscaping against damage from construction operations, including all structures and vegetation. Protect roots, trunk and foliage of existing and new shrubs and trees from all damage including that possible from compaction and dust. Contractor shall be entirely responsible to remove and replace all property which is damaged by work related to the project. Contractor shall bear all costs associated with replacement of existing landscaping, and shall cooperate with the owner of such improvements, the Owner, and the Engineer in all protection and restoration/replacement that is required. In specific circumstances, Contractor may make special arrangements with property owners for removal of landscaping without replacement. Copies of written agreements for all such arrangements shall be furnished to the Engineer.
- D. When construction operations will affect the property of a private citizen (such as driveways, landscaping, etc.), even when such improvements are in the road right-of-way, the Contractor shall notify the owner of such property and the Owner, at least seven (7) days in advance of any affecting Work, so that any desired preparations can be made.

1.03 ROADS AND ACCESS

- A. All work shall be conducted to minimize damage to existing roadways, easements and parking lots, including limiting wheel loads to acceptable levels. At all times keep roadways, shoulders, and ditches free from excess materials and debris.
- B. Spillage of soil, dust, rock, mud, etc. on all roads (including State, County, City and private roads) used by the Contractor (and any working for Contractor) during construction, shall be prevented as much as possible. If spillage cannot be prevented, an hourly patrol shall be provided by the Contractor to police and sweep clean all spillage in accordance to applicable requirements. At the conclusion of each workday, such traveled areas shall be left completely clean and free from all extraneous materials. Contractor is entirely responsible to prevent such spills and follow all related laws and regulations. If spillage of hazardous material occurs, Contractor shall immediately notify the proper authorities and remove the spill in the proper manner. Owner will not be liable for any additional costs due to spillage of any kind. The Contractor shall ensure that all spills of wastewater, biosolids, or sewage sludge are address in accordance to all applicable laws.
- C. All damaged gravel, concrete and/or asphaltic concrete surfaces shall be repaired as required to conditions acceptable to the governing body and Engineer. No cleated or crawl-type equipment shall be operated on paved surfaces, except to cross a road when adequate protection of the surface is provided.
- D. During construction the Contractor shall take necessary measures to avoid and abate excessive dust. Sprinkling of roadways and sites may be necessary and shall be conducted carefully to avoid over wetting while keeping dust to a minimum.

- E. Contractor is responsible for constructing, maintaining, and removing any additional access that Contractor deems necessary for the Work. Contractor must notify Owner and Engineer, and must obtain written consent from the governing body, prior to construction of additional access not shown on the drawings. All applicable regulations shall be followed in such access construction, including obtaining any required permits.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

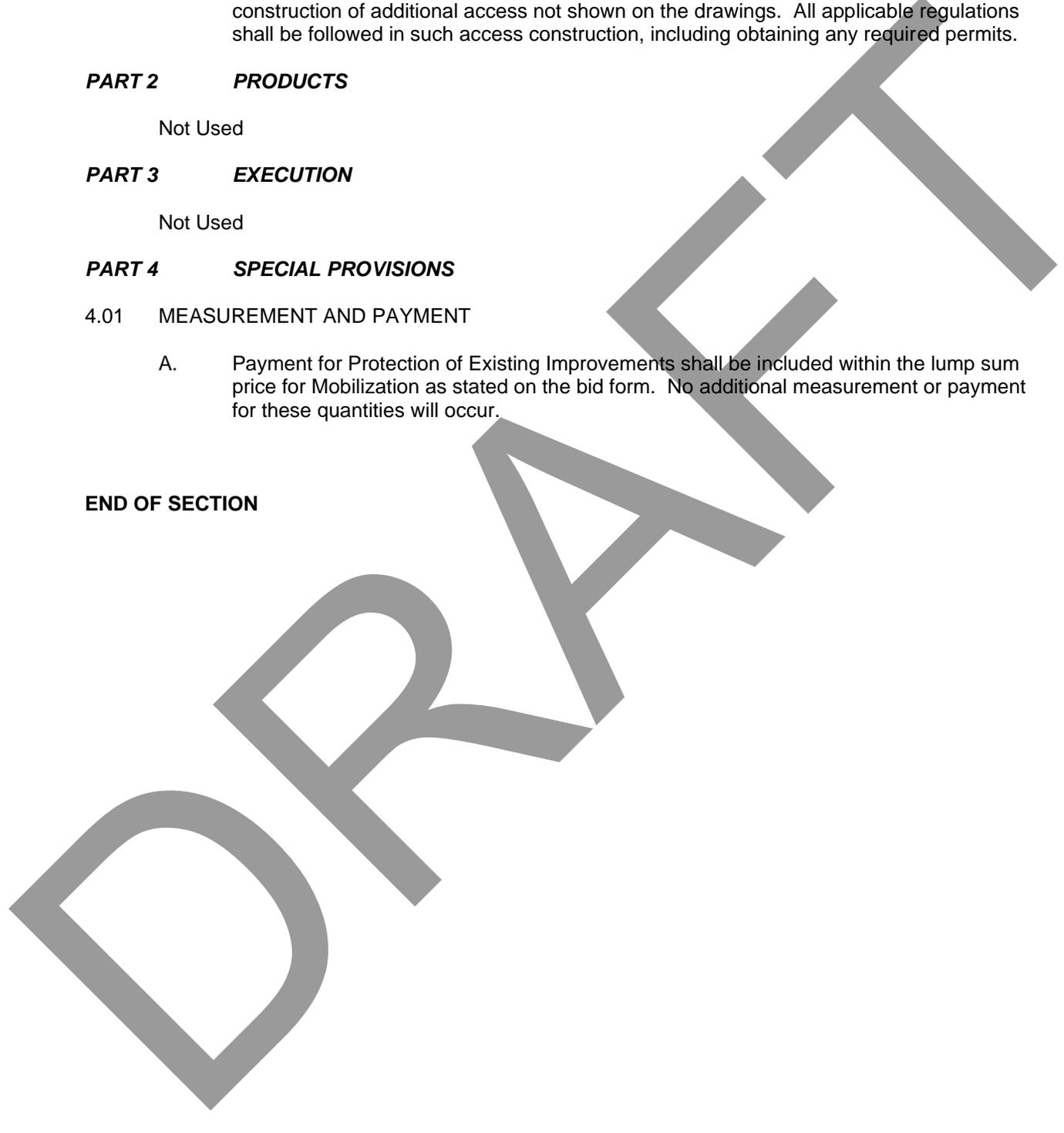
Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Protection of Existing Improvements shall be included within the lump sum price for Mobilization as stated on the bid form. No additional measurement or payment for these quantities will occur.

END OF SECTION



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SECTION 01050 – FIELD ENGINEERING

PART 1 GENERAL

1.01 SUMMARY

- A. Construction stakeout – If necessary, the Contractor shall be responsible for construction staking.
- B. The Contractor shall be solely responsible for laying out the work from this stakeout control and no additional stakeout will be provided except at the expense of the Contractor.
- C. It shall be the responsibility of the Contractor to maintain and preserve the construction stakeout as provided. The Contractor will not be allowed time extensions or damages caused by the loss of control stakes. If control is lost and/or disturbed and in the judgment of the Engineer requires replacement, such replacement will be at the expense of the Contractor.
- D. It is expected that minor revisions of the stakeout may be required during the course of construction. These revisions and relocations shall be made only as directed by the Engineer. The Contractor shall not be entitled to any additional compensation for minor revisions or relocations.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Field Engineering shall be included within the lump sum price for Mobilization as stated on the bid form. No additional measurement or payment for these quantities will occur.

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SECTION 01100 – REFERENCE STANDARDS

PART 1 GENERAL

1.01 SUMMARY

Abbreviations and Acronyms. Whenever the following abbreviations are used in these specifications or in the drawings, the following definitions apply. Unless otherwise designated, all reference to the following standards, specifications and methods shall imply the latest adopted revision in effect at the time of bid opening. Such standards, except as modified herein, shall have full force and effect as those printed in the specifications.

A.	AASHTO	American Association of State Highway and Transportation Officials
B.	ACI	American Concrete Association
C.	AIA	American Institute of Architects
D.	AISC	American Institute of Steel Construction
E.	ANSI	American National Standards Institute
F.	APWA	American Public Works Association
G.	ASCE	American Society of Civil Engineers
H.	ASME	American Society of Mechanical Engineers
I.	ASTM	American Society of Testing Materials
J.	AWWA	American Water Works Association
K.	EPA	United States Environmental Protection Agency
L.	DEQ	Department of Environmental Quality
M.	FM	Factory Mutual
N.	IFA	Infrastructure Finance Authority, Business Oregon
O.	NEC	National Electric Code
P.	NEMA	National Electric Manufacturers Association
Q.	NFPA	National Fire Protection Association
R.	NSF	National Sanitation Foundation
S.	OAR	Oregon Administrative Rules
T.	ODOT	Oregon Department of Transportation
U.	OHA	Oregon Health Authority, Drinking Water Program
V.	ORS	Oregon Revised Statutes

- W. OSHA Occupational Safety and Health Act (both Federal and State)
 - X. OSSC Oregon Structural Specialty Code
 - Y. UL Underwriters' Laboratories
 - Z. USDA United States Department of Agriculture
 - AA. SSPC Steel Structures Painting Council or, The Society for Protective Coatings
- 1.02 The abbreviation of "N.I.C." if shown on the plans or specifications represents work that is "Not in Contract." This work is to be completed at a later date by Owner or others and for which the Contractor will not be responsible.
- 1.03 Definitions:
- A. Approve: The term "approved" where used in conjunction with the Engineer's action on the Contractor's submittals, applications and requests; is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
 - B. Back Prime: See "Prime".
 - C. Directed: Terms such as "directed", "requested", and "authorized" mean "directed by Engineer", "requested by the Engineer" and similar phrases.
 - D. Furnish: The term "furnish" is used to mean supply and deliver to the Project Site; ready for unloading, unpacking, assembly, installation, and similar operations.
 - E. Indicated: The term "indicated" means indicated by Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used; it is to help the reader locate the reference. No limitation on location is intended.
 - F. Install: The term "install" is used to describe operations at Project Site including the actual unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
 - G. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
 - H. Prime: The term "prime" means the first layer of finishing and means all edges, ends and surfaces, unless otherwise indicated.
 - I. Project Site: The space available to the Contractor for performance of construction activities, as part of the Project. The extent of the Project Site is shown on the Drawings.
 - J. Provide: The term "provide" means to furnish and install, complete and ready for the intended use.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

This section outlines in general the items the Contractor must prepare or assemble during the progress of the work, including technical submittals, Operations and Maintenance (O&M) data, record drawings, and substitution requests. Submittals are required for each piece of equipment or material even when the item being proposed for use is the same as specified.

1.02 RELATED SECTIONS

- A. General Conditions – Article 7.04 “Or-equals” and Article 7.05, Substitutes
- B. Supplementary Conditions – SC 7.05
- C. General Conditions – Article 7.16, Shop Drawings, Samples and Other Submittals
- D. Section 01630 – Product Substitutions
- E. Section 01700 – Contract Closeout
- F. Section 01730 – Operation and Maintenance Manuals
- G. Section 01780 – Record Drawings
- H. Various sections requiring submittals for equipment and materials

1.03 SUBSTITUTION REQUESTS

- A. Where the specifications state “or-equal”, “or approved equal”, or similar statement, the Engineer alone will determine if the proposed substitute item is allowed.
- B. Requests for substitution for items specified by manufacturer or manufacturer's model number as specified throughout the Contract Documents shall be in writing and be accompanied with sufficient information to allow the Engineer to identify the nature and scope of the request. Information to be provided shall include.
 - 1. Reason the substitution request is being made.
 - 2. All submittal information required for the specified item or equipment, including all deviations from the specified requirements necessitated by the proposed substitution.
 - 3. Reproducible contract drawings, marked up to illustrate the alterations to all structural, architectural, mechanical and electrical systems required to accommodate the proposed substitution.

4. If the substitution requires any mechanical, electrical or structural changes, the Contractor will be responsible for costs in evaluating a requested substitution. The cost for such an evaluation will be determined on a case-by-case basis, after receipt of written request. The Engineer will notify the Contractor in writing of said cost. If the Contractor wishes to proceed, he shall advise the Engineer in writing and submit additional information as may be requested. Final approval of a substitution must be made by both the Engineer and Owner.
5. No additional costs of any kind will be incurred by the Owner or Engineer by approval or rejection of any substitution request.

1.04 SUBMITTALS

A. Technical submittals

1. Technical submittals covered by these specifications include manufacturer's information, shop drawings, test procedures, test results, samples, request for substitutions and miscellaneous work related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, piping and conduit details, and lead time required for delivery to job site.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall furnish all drawings, specifications, descriptive data, certifications, dimensional drawings, samples, tests, methods, schedules and manufacturers installation and other instructions as required by the contract documents, or the Engineer, to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.
 1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements.
 2. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work as shown on the Plans.
 3. The Contractor shall coordinate submittals among his subcontractors and suppliers.
 4. Submittals shall coordinate with the work so that work will not be delayed. Coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals.
 5. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.
 6. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified final conditions and complied with the contract documents. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer. This interaction shall be limited to contract interpretations to clarify and expedite the work.

7. Charges will be documented and the Contractor will be charged for review of multiple non-conforming submittals for any one (1) item in excess of two (2) times.

1.06 RECORD DRAWINGS

- A. During the course of construction, Contractor shall maintain a marked-up set of the project drawings. See Section 01780.

1.07 OPERATION AND MAINTENANCE (O&M) MANUALS

- A. Contractor shall collect O&M data from all equipment and material suppliers for all items provided in the project. See Section 01730.

1.08 ENGINEER'S REVIEW

- A. Review shall not extend to means, methods techniques, sequences or procedures of construction, or to verify quantities, dimensions, weights or gages, or to fabrication processes, except when specifically indicated or required by the contract documents, or to safety precautions or programs.
- B. The Contractor shall submit one (1) digital copy in PDF format of all submittal material to Engineer.
- C. Unless otherwise specified, within 14 calendar days after receipt of submittal, the Engineer will return the marked-up copies. The Contractor shall take appropriate action if the submittal needs to be resubmitted. If specified submittal material is to be used for O&M data, all corrections shall be made and new clean copies shall be submitted with the O&M data.
- D. Review of contract documents, method of work or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibilities for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or Owner. The Contractor shall have no claim under the Contract on account of failure or partial failure of the method of work, material or equipment so reviewed.

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SECTION 01310 – CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.01 SUMMARY

- A. Provide a progress schedule indicating the times for starting and completing the various stages of work, including any Milestones.
- B. As work progresses, Contractor shall prepare and submit updated progress schedules as necessary.
- C. Schedule duration of each activity shall be based on the work being performed during the normal 40-hour work week with allowances made for legal holidays and normal weather conditions.
- D. Updates – Schedule shall be updated at least once per month as required to maintain accuracy.

1.02 SUBMITTALS

- A. Within 10 days after the date of the Agreement (Contract), submit a proposed progress schedule to the Owner and Engineer for approval.
- B. Interim Schedule
 - 1. Contractor shall submit within 10 days after award of Contract, but before any scheduled pre-construction conference, an Interim Schedule setting forth all activities for the first two (2) months of construction.
 - 2. Review comments by the Engineer concerning the Interim Schedule shall be considered in developing the Overall Schedule.
 - 3. The Contractor shall submit one (1) digital copy in PDF format of the Interim Schedule to the Engineer.
- C. Overall Schedule
 - 1. For Contract Periods exceeding 60 days, the General Contractor shall prepare and submit, within 30 days after the award of Contract, an Overall Schedule composed of all construction operations in connection with the Contract.
 - 2. Overall Schedule, if it is sufficiently developed to equal or exceed the Interim Schedule requirements, may be submitted in lieu of a separately prepared Interim Schedule. In any event, the Interim Schedule shall form the basis for the Overall Schedule and will be considered an integral part of the Overall Schedule.
 - 3. Contractor shall submit one (1) digital copy in PDF format physical copies to the Engineer for his review. Within seven (7) days after receipt of the submittal, the Engineer shall review the submitted schedule and return one copy of the marked-up original to the Contractor. If the Engineer finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor for corrections and resubmission.

D. Schedule Content

1. Schedules shall indicate the sequence of work and the time of starting and completion of each activity. Activities shall include, but not be limited to, the following items as they pertain to the Contract:
 - a. Each subcontractor's items of work
 - b. Temporary provisions for continued service
 - c. Installation of specific major items
 - d. Submittals from Contractor to Engineer for review and return to the Contractor.
 - e. Material and equipment order, manufacture and delivery
 - f. Dates for performance of all testing procedures
 - g. Dates for tie-ins to existing systems
 - h. Final cleanup and Start-Up
 - i. The schedule duration of each activity shall be based on the work being performed during the normal 40-hour work week with allowances made for legal holidays and normal weather conditions.
 - j. Schedule shall be updated each month as required, and more often if changes in scheduling are required or if the original schedule is no longer valid.
 - k. After each revision, the Contractor shall submit the revised schedule to the Engineer.
 - l. The Contractor shall consider all critical systems and coordinate existing, temporary, and new construction to ensure continuous treatment of wastewater.

1.03 PROGRESS OF WORK

- A. The Contractor shall execute work with such progress as necessary to prevent delay to the overall completion of the project and with such forces, materials and equipment to assure completion in the time established by the Contract.
- B. The Contractor may find it necessary to work overtime, double shifts, weekends and/or holidays if such a schedule is required to complete the project within the time allowed.

END OF SECTION

SECTION 01400 – QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Work shall conform to these specifications and the standards of quality contained herein.
1. Only new items of recent manufacture and quality specified, free from defects, will be permitted on the Work, unless items are specifically noted as existing to be reused. Remove rejected items immediately from the Work and replace with items of quality specified. Failure to remove rejected materials and equipment shall not relieve the Contractor from responsibility for quality and character of items used, nor from any other obligation imposed by the Contract.
 2. No work defective in construction or quality, or deficient in any requirement of the drawings and specifications will be acceptable in consequence of the Owner's or the Engineer's failure to discover or to point out defects or deficiencies during construction; nor will the presence of Resident Project Representatives on the work relieve the Contractor from responsibility for securing the quality and progress of work as required by the Contract. Defective work revealed within the time required by guarantees shall be replaced by the Contractor by work conforming to the intent of the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

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SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes mobilization, temporary utilities, temporary construction, safety requirements, temporary environmental controls, and other temporary controls.
- B. Submittals
 - 1. Traffic control plan (see Section 01570).
 - 2. Staging area plan and notification of any obstructions encountered during mobilization.
 - 3. Plans for disposal of waste materials and excavated material not required for fill, including permits as required.
- C. Permits:
 - 1. Contractor shall secure and pay for all permits and fees required pertaining to temporary facilities and all other work.
 - 2. Construction permits as required by the City, Lane County, Department of Environmental Quality, and/ or other agencies or utilities shall be the responsibility of the Contractor to secure.
- D. Mobilization shall include de-mobilization and consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; for premiums on bond and insurance for the project, and for other work and operations which the Contractor must perform or costs he must incur before beginning work on the project and after completion of the project.
- E. Access of Government Officials. Authorized representatives of the Federal, State, and Local Governments shall at all times have safe access to the Work, whenever in preparation or in progress, and Contractor shall provide proper facilities for such access and inspections.

PART 2 PRODUCTS

A. MATERIALS

- 1. Contractor shall provide all materials necessary for all work this Section.

PART 3 EXECUTION

A. WORKMANSHIP

1. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to their place of business or residence, unless the Contractor has made special arrangements with the affected persons and has notified Engineer and Owner. All temporary facilities shall be removed by the Contractor upon completion of the Work.
2. Sanitary Facilities
 - a. The Contractor shall provide chemical toilets of suitable types and maintain them in a sanitary condition at all times, conforming to code requirements and acceptable to the health authorities. They shall be of watertight construction so that no contamination of the area can result from their use. Arrangements shall be made for frequent emptying of the toilets. Upon completion of the work, toilets shall be removed, and the area restored to its original condition.
 - b. Portable toilet facilities shall be located only at locations approved by the Owner.
3. Water
 - a. Water is available for normal filling, flushing and testing operations through Owner approved connections to the existing system.
 - b. If access to potable water is required, submit request to engineer in writing to engineer no less than 72 hours in advance
4. Safety Requirements
 - a. Proper traffic control shall be provided in accordance with Section 01570.
 - b. Access for Police, Fire, and School Bus Service. Notify the fire department, police department, and, when applicable, the School District and private school before closing any street or portion thereof, and no closing shall be made without the Engineer's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to any area, such as consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, unless the Contractor obtains special written permission from the chief of the fire department. Conduct operations so as to cause the least interference with any fire station access and at no time prevent such access.
 - c. The Contractor shall furnish a list of emergency telephone numbers to both the Engineer and the Owner so that contact may be made easily at all times in cases of emergencies.
 - d. Fire Prevention. Contractor shall perform all work in a fire-safe manner. Contractor shall supply and maintain on site all fire-fighting equipment, supplies, and capable personnel for extinguishing incipient fires as required by all Federal, State and local laws and regulations. Each piece of internal combustion engine-driven equipment shall be equipped with a fire extinguisher in accordance with the appropriate recommendation of the

National Fire Protection Association (NFPA). All engines shall be equipped with functional spark arrestors and sound suppression devices.

5. Temporary Environmental Controls

- a. The Contractor shall maintain affected areas from his construction free from environmental pollution that would be in violation of federal, state, or local regulations.

6. Air Pollution Control

- a. Minimize air pollution likely to occur from construction operations by wetting down bare soils to control dust and requiring proper combustion emission control devices on construction vehicles.
- b. Give unpaved streets, roads, and detours or haul roads in the construction area a dust preventative treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.

7. Water Pollution Control and Erosion Control

- a. Discharge from dewatering, or flushing operations shall not directly impact existing water courses.
- b. Turbidity shall not exceed 10 percent above natural stream turbidities as a result of the project. The turbidity standard may be exceeded for a limited duration, provided all practicable erosion control measures have been implemented, including, but not limited to:
 - i. Use of filter bags, sediment fences, silt curtains, leave strips or berms, placing mulch and hay bale silt fences, or other measures sufficient to prevent offsite movement of soil.
 - ii. Use of an impervious material to cover stockpiles when unattended or during a rain event.
 - iii. Graveled construction accesses to prevent movement of material offsite via construction vehicles.
 - iv. Sediment traps or catch basins to settle out solids prior to water entering ditches or waterways.
 - v. Spreading mulch on exposed embankments greater than 3 feet in height.
 - vi. Place hay bale silt fence at any locations where soil erosion potential is evident and as directed by the Engineer.
 - vii. Constructing sediment basins where surface runoff is causing soil erosion or as directed by the Engineer.
- c. Erosion control measures shall be maintained as necessary to ensure their continued effectiveness.
- d. Petroleum products, chemicals, or other deleterious materials shall not be allowed to enter the water.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Mobilization, Bonding, and Insurance - Payment for this item shall be on a lump sum basis at the amount stated on the Bid Form and shall include all activities related to mobilization and demobilization on the project, preparatory work, insurance and bonding costs, project closeout, building permits (as required) and other agency fees and other facilities and equipment necessary for work on the project.
- B. Construction Facilities and Temporary Controls - Payment for work in this item shall be on a lump sum basis at the amount stated on the Bid Form and shall include all temporary construction facilities, traffic control, project offices, miscellaneous equipment, costs related to scheduling, coordination, submittals, and all other Division 1 activities within the scope of work not designated with individual payment items shall be included within this item.

END OF SECTION

SECTION 01570 – TRAFFIC REGULATION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes traffic control related safety requirements as may be required for the project.
- B. Contractor shall comply with all rules and regulations of County, State, City, and Federal authorities regarding the closing, detouring, and loading of all public streets or highways.
- C. No road (public or private) shall be closed or detoured by the Contractor to the public, except by express written permission of the Engineer and entity governing such roadways. Traffic must be kept open on all roads and streets where no detour is possible. The Contractor shall, at all times, conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. The convenience of the general public and residents, safety, and the protection of property is of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.
- D. Submittals
 - 1. If road closures, lane closures, or detours are required, Contractor shall prepare, and submit for approval a Traffic Control Plan and Signing Plan to the appropriate governing body of such road, and a copy of the approved plan must be provided to the Engineer and Owner.
- E. If road closures, lane closures, or detours are required, Contractor shall prepare, and submit for approval a Traffic Control Plan to the appropriate governing body of such road.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Contractor shall furnish all flaggers, barricades, lead cars, warning signs, lights, signals, etc. as required to comply with regulations and provide safety.
- B. All signs, lights, flags and other warning and safety devices shall meet the current ODOT safety manual affecting the location of construction, or to applicable City/County standards.
- C. Barricades shall conform to the Standard Specifications for Highway Construction of the State Highway Department affecting the location of construction, or to City or County Standards where applicable.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. Contractor shall, at their own expense, and without further or other order, provide, erect and maintain at all times during the progress or temporary suspension of the work, suitable barricades, fences, signs or other adequate warnings or protection. Contractor shall provide, keep, and maintain such danger lights, signals, and flaggers as may be necessary or as may be ordered by the Engineer to ensure the safety of the public as well as those engaged in connection with the work.

- B. Failure of the Engineer to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or watchmen, shall not relieve the Contractor from this responsibility. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed and kept lit from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night.
- C. Whenever the Contractor's operations create a hazardous condition, Contractor shall furnish flagmen and guards as necessary, or as directed, to give adequate warning to the public of any dangerous conditions to be encountered. Contractor shall furnish, erect, and maintain approved fences, barricades, lights, signs, and any other devices that may be necessary to prevent accidents and to avoid damage and injury to the public. Flaggers and guards, while on duty and assigned to give warning to the public, shall be equipped with approved red wearing apparel and a red flag which shall be kept clean and in good repair.
- D. Contractor shall provide access to private properties at all times, except during urgent stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously. Coordinate all construction activities with the affected property owners.
- E. Contractor shall patrol the traffic-control area and reset all disturbed signs and traffic-control devices immediately, and shall remove or cover all non-applicable signs during periods not needed.
- F. At the end of each day, the Contractor shall leave work in such condition that it can be traveled without damage to the work and without danger to the public.
- G. If, in the opinion of the Engineer or other governing traffic authority, traffic control is lacking or otherwise unsafe or deficient, the Engineer may require that all work be halted until the traffic control measures can be improved to an acceptable level.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for this item shall be included within the lump sum price for Construction Facilities and Temporary Controls. It shall include all activities related to traffic and safety control on the project, preparatory work for work on the project.
- B. No additional compensation or extension of contract times will be given if the Engineer halts work due to the Contractor's failure to provide traffic control measure acceptable to the Engineer.

END OF SECTION

SECTION 01580 – SAFETY

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes:
 - 1. Requirements for safety plans.
 - 2. Data on potential contamination.
- B. The requirements in this Section are minimum requirements and do not relieve the Contractor of the responsibility for ensuring employee's safety and that of site visitors.
- C. The Contractor is responsible for determining safety needs and personal protective equipment for the types of work to be performed at the site.

1.02 RELATED SECTIONS

- A. General Conditions
- B. Section 01300 – Submittals

1.03 SUBMITTALS

- A. The Contractor shall submit a copy of the site-safety plan within 14 calendar days of signing the contract.
- B. The Contractor shall not be issued a Notice to Proceed until the Site Safety plan has been submitted to the Engineer and Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SITE SAFETY PLANS

- A. The Contractor shall prepare a site-specific safety plan in compliance with Oregon State standards which shall detail methods of ensuring the safety of workers and visitors to the project site. This shall include, but is not limited to, the following:
 - 1. Accident and injury from operations of equipment and other work related to earthwork, trenching, and other construction activities.
 - 2. Accident and injury from the use of equipment (cranes or otherwise) to install mechanical equipment.
 - 3. Accident and injury from work performed in close proximity to or in contact with all chemicals, fuels, and lubricants used onsite.
 - 4. Hygiene and other worker protection methods to minimize the risk of workplace exposure to COVID-19.

- B. The site safety plan shall include emergency response plans for fire and injury, including emergency telephone numbers, and a map and directions to the nearest hospital.
- C. The site safety plan shall comply with all applicable OSHA safety standards.
- D. The site safety plan shall comply with all local and State safety standards.

3.02 SAFETY ORIENTATION AND MEETINGS

- A. Contractor shall conduct a safety orientation prior to beginning work and for new employees. The Contractor shall document the completion of the safety orientation for each employee. No employee shall work onsite without first completing a safety orientation provided by the Contractor's Site Superintendent.
- B. The Contractor shall conduct a weekly safety meeting and document attendance. Notes and attendance lists from the weekly safety meeting shall be submitted to the Engineer. Weekly safety meeting content should be relevant to work occurring onsite.
- C. The Contractor shall maintain a copy of the site safety plan and all material safety data sheets for chemicals, fuels, or lubricants used on the site, in an unlocked location available to all employees, visitors, Owner, and Engineer.

3.03 ADDITIONAL SAFETY REQUIREMENTS

- A. The Contractor shall also comply with Safety Requirements described in other sections of the Contract Documents including, but not limited to, the General Conditions.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for all materials, equipment, labor, superintendence, and incidentals to organize and maintain a safe working environment will be included in the various items of work and no additional payment will be made for this item.

END OF SECTION

SECTION 01610 – STORAGE AND PROTECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Protect products scheduled for use in the Work by means as described in this Section and as recommended by the manufacturer.

1.02 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the Owner, Contractor shall determine and comply with manufacturers' instructions on product handling, storage, and protection.

1.03 PACKAGING

- A. Deliver products to the job site in the manufacturer's original container with the labels intact and legible.
- B. Maintain packaged materials with seals unbroken and labels intact until time of use.
- C. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements at no additional cost to the Owner.
- D. The Owner may reject as non-complying such material and products that do not bear identification satisfactory to the Owner as to the manufacturer, grade, quality, and other pertinent information.

1.04 STORAGE

- A. Store materials on-site in coordination with the Owner to provide suitable site access and clearance.
- B. Do not store unnecessary materials that will not be incorporated into the work.
- C. No materials, whether sourced on-site or transported to the site, shall be stored on private property without written permission.

1.05 PROTECTION

- A. Protect stored materials from moisture, UV, and temperature exposure, and unauthorized handling.
- B. Provide protection for finished surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.
- D. Provide proper protection for all workers.

1.06 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Owner and at no additional cost to the Owner.

- B. Additional time required to secure replacements and to make repairs will not be considered by the Owner to justify an extension of the Contract Time of Completion.
- C. Repair all scratches and damage to painted surfaces promptly with proper color and material.
- D. Backfill or other soil materials to be incorporated into the Work which have become too wet due to improper storage and protection shall be properly dried or replaced prior to incorporation into the Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for this item shall be included within the lump sum price for Construction Facilities and Temporary Controls. It shall include all activities related to the storage and protection of all materials on the Project. No additional Measurement or Payment shall occur for this item.

END OF SECTION

SECTION 01630 – PRODUCT SUBSTITUTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section describes procedures for securing approval of proposed product substitutions.

1.02 PRODUCT OPTIONS

- A. The Contract is based on standards of quality established in the Contract Documents.
- B. See Section 01300 Submittals, General Conditions, and Supplemental Conditions for additional information on submittals and substitutions.
- C. In agreeing to the terms and conditions of the Contract, the Contractor has accepted the responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
- D. The Owner has not agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically otherwise state in writing.
- E. Where materials and methods are specified by naming one single manufacturer or model number, without stating that equal products will be considered, only the material and method named is approved for incorporation into the Work.
- F. Where materials and methods are specified by name or product number, followed by the words "or equal approved in advance", materials and methods proposed by the Contractor to be used in lieu of the named materials and methods shall in all ways be equal or exceed the qualities of the named materials and methods. In addition to all necessary info needed to confirm compliance with specifications submittal shall also include either a statement indicating the item conform with all aspects of the applicable specifications or a comprehensive list of ways in which the proposed substitution does not conform. For consideration as an "equal approved in advance", complete detailed submittals must be received by the Engineer at least ten (10) days prior to the bid opening date. Only those items which specifically state "or equal approved in advance" will have submittals reviewed prior to bid opening. Approved substitute items will be listed by addendum prior to bid opening.
- G. Where the phrase "or equal," or "or approved equal," occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically so approved for this Work. Prepare detailed submittal and submit to Engineer after Contract Award date. Requests for review and approval of submittals for these items will not be considered prior to bid opening. Substitutes will not be incorporated into the work unless submittal is approved by the Owner via the Engineer.
- H. Submittals shall include all technical information and diagrams as necessary to allow Engineer to evaluate the proposed substitution. Any/all differences between the specifications or specified equipment and the proposed substitution shall be clearly noted in the submittal. Submittals shall clearly indicate the specific model numbers, part numbers, and options of the proposed substitution.

Product Substitutions

- I. Costs associated with changes resulting from an approved equal shall be the responsibility of the Contractor.

1.03 DELAYS

- A. Delays in construction arising because of the time required for approval of substitution requests will not be considered by the Owner as justifying an extension of the agreed Time of Completion.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

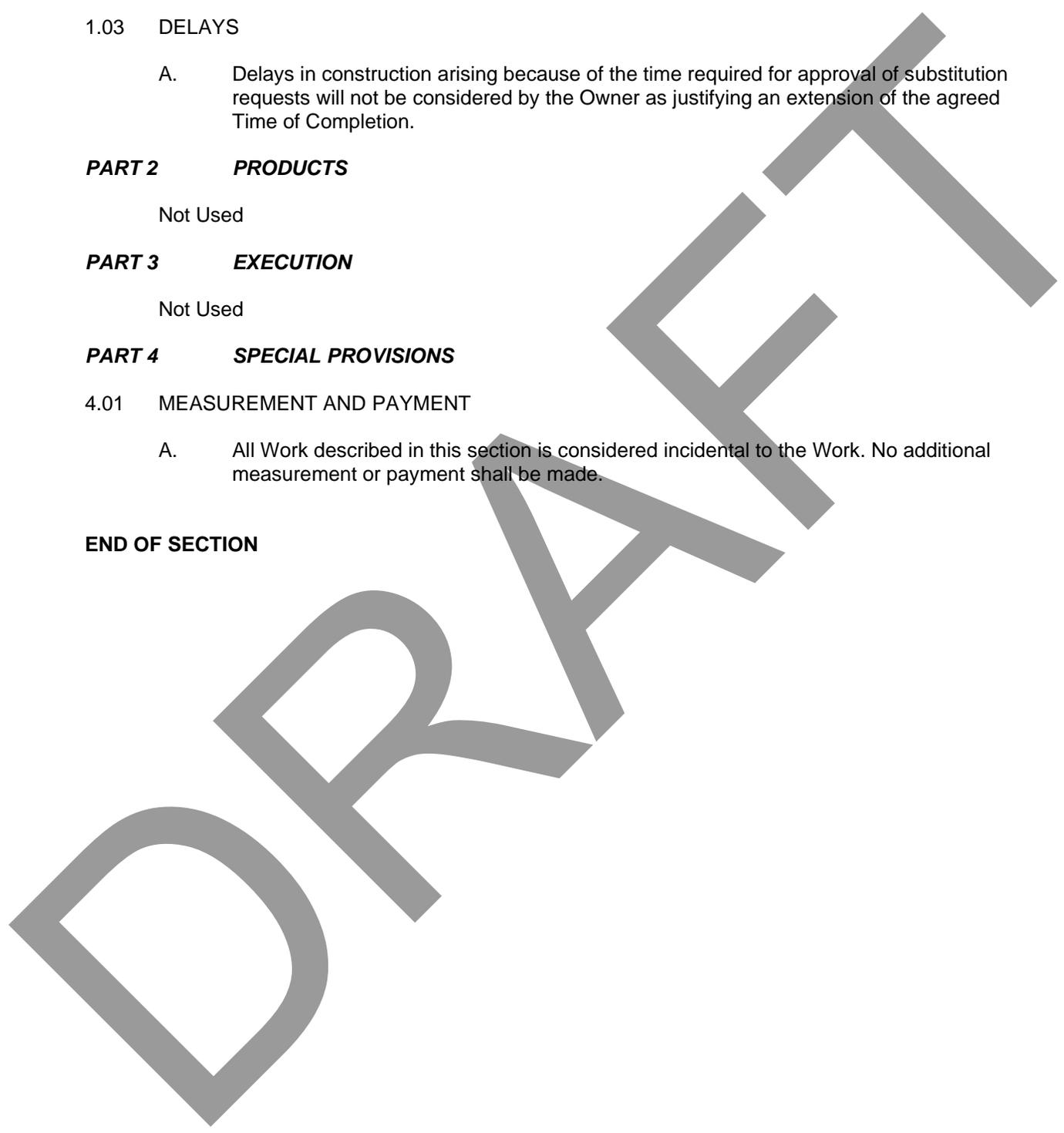
Not Used

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. All Work described in this section is considered incidental to the Work. No additional measurement or payment shall be made.

END OF SECTION



SECTION 01700 – CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes procedures and requirements for finalizing and closing out the Project(s).
- B. Final clean-ups and restorations shall be done prior to requesting final inspections.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 RESTORATION AND CLEAN-UP

- A. Upon completion of any portion of the work, promptly remove temporary facilities generated by that portion of the work, including surplus materials, equipment and machinery unless directed otherwise by the Engineer or the Owner. All construction work by the Contractor shall be clean and free of rubbish, dirt, overspray, and extraneous materials to the satisfaction of the Engineer before acceptance of the work.
- B. Street/Road Cleanup. All roadways affected during construction shall be cleaned and restored to a condition as good or better than the condition prior to the commencement of the Project as determined by engineer. All ditches and culverts shall be cleaned and re-graded for proper drainage. Culverts broken or damaged by construction activities shall be restored to their original condition and location. Immediately following construction, remove all dirt, mud, rock, gravel, and other foreign material at the completion of the day or as otherwise required by the Engineer. Street repairs approved by governing agency, Lane County or City of Lowell.
- C. Site Restoration and Cleanup. Restore or replace any ground covering (e.g., bark chips, cinders, gravel, river rock, etc.) to the original condition or better. Replace topsoiled areas, rake and grade to conform to their original contours. Replace any damaged landscaping or plantings to prior conditions in manner acceptable to Owner. Reseed grass areas as approved. Seed and protect any disturbed slopes.

3.02 CERTIFICATIONS

- A. Contractor to prepare Certifications on Contractor's letterhead with project title and number clearly identified. Submit to Engineer with application for Final Payment.
 - 1. Written certification that Contractor has fully completed the Work in strict compliance with the Contract Documents and requesting final inspections.
 - 2. Written certification that all subcontractors and suppliers who have furnished work or materials as part of this project have been paid in full.
 - 3. Written certification that Contractor will replace all materials and workmanship that prove defective within one-year after the date of Substantial Completion. Date Engineer signs Substantial Completion is the start date of the Contractor's one-year guarantee period. Date Engineer signs Final Payment Certificate is date of Final Acceptance.

- B. One-Year Warranty Inspection. On the 11th month following project Substantial Completion, Contractor shall be available to be present during the on-site warranty inspection. Any defects identified in materials or workmanship shall be corrected within 30 days by the Contractor at his own expense.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. All Work described in this section is considered incidental to the Work. No additional measurement or payment shall be made.

END OF SECTION

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SECTION 01740 – WARRANTIES

PART 1 GENERAL

1.01 SUMMARY

- A. Installed Materials Warranties. Prior to completion and payment for work under this Contract, the Contractor shall furnish the Owner through the Engineer, all warranty and/or guarantee forms normally furnished by the manufacturer of equipment. Warranty form shall include the specific equipment installed, the duration of the warranty, details of the warranty, and the installer's name, address and phone number. Installation date will be filled in by the Owner and will coincide with date of substantial completion of the work under this contract. All such warranties shall name the Owner as the warranted party.
- B. Attention is directed to various other sections of the Contract Documents where specific material or installation warranties may be required for items specified.

1.02 CONTRACTORS WARRANTY OF WORK

- A. Contractor shall guarantee the Work for a period of one (1) year from the date of Final Acceptance. All materials and workmanship that prove defective within the one-year guarantee period shall be promptly replaced or corrected with no additional cost to the Owner. Written certification that Contractor will replace all materials and workmanship that prove defective within one-year after the date of Final Acceptance is required for project close-out and shall accompany application for Final Payment.
- B. Contractor shall correct any work not in compliance with specifications and is responsible for all repairs of damage to other improvements, natural or artificial structures, systems, equipment and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period and are the result of defects in construction or materials installed under this Contract. Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in its work or materials.
- C. Within 10 calendar days of the Owner's written notice of defects, Contractor shall begin repair of the defects and all related damage. If Contractor or Contractor's Surety fails to correct and repair the defects in a timely manner, the Owner may have the correction and repair performed by others. Contractor or Contractor's Surety shall promptly reimburse the Owner for all expenses incurred to correct and repair the defects.
- D. In case of an emergency where delay could result in serious loss or damage, the Owner may make emergency corrections and repairs without written notice to Contractor. Contractor or Contractor's Surety shall promptly reimburse the Owner for all expenses incurred to correct and repair the defects.
- E. On Contractor's letterhead; provide written letter stating that Work has been completed in accordance with the Contract Documents and that a one year warranty of the work will be provided from the date of Final Acceptance. Written certification that Contractor will replace all materials and workmanship that prove defective within one-year after the date of Final Acceptance is required for project close-out and shall accompany application for Final Payment.

- F. One-Year Warranty Inspection. On the 11th month following final project completion and acceptance, Contractor shall be available to be present during the on-site warranty inspection by Owner. Any defects identified in materials or workmanship shall be corrected within 30 days by the Contractor at his own expense

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. All materials and work described in this section is considered incidental to the Work. No additional measurement or payment shall be made.

END OF SECTION

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SECTION 01780 - PROJECT RECORD DRAWINGS

PART 1 GENERAL

1.01 SUMMARY

- A. This section outlines in general the Contractor requirements for preparing and maintaining and record drawings of the project.
- B. Contractor shall provide access to the Record Drawings to the Engineer and Owner throughout construction and shall finalize and submit complete record drawings upon completion of the work.
- C. Accurate Record Drawings or "As-Builts" are considered extremely important and it shall be entirely the Contractor's responsibility to maintain a complete and accurate record of all details of the project as the contractor constructs and installs equipment and materials.
- D. Engineer or Owner may stop work if it is determined that Contractor is not properly recording details in record drawings and require correction and accurate documentation of all previous work before additional work proceeds.
- E. Engineer must accept and approve the drawings prior to recommending final payment.

1.02 RELATED SECTIONS

- A. General Conditions – Article 7 , Section 7.11, Record Documents

1.03 SUBMITTALS

- A. Submit two complete sets of initial marked-up Record Drawings immediately upon completion of construction work. Engineer will review for completeness and either approve or return one set with comments and corrections.
- B. If initial submittal required corrections, submit one complete set of corrected marked-up Record Drawings to Engineer with or before request for final payment.

PART 2 PRODUCTS

2.01 RECORD DRAWINGS

- A. Maintain one set of black-line prints of the Contract Drawings. Mark-up drawings using erasable red-colored pencil. Use additional colors as necessary to clearly document changes from original drawings for different categories of work at the same location.
- B. Use clear original or copy of project drawings for mark-up. Use shop drawings for markup when they are more capable of showing actual physical conditions completely and accurately.
- C. All deviations or differences from the original drawings, including dimensional, location, layout, material, and other details shall be noted clearly. Any additional information discovered during construction shall also be noted including location and depth of buried utilities and structures not shown in the original drawings.

2.02 FORMAT

- A. Organize Record Drawings into manageable sets using plans and shop drawings as applicable. Keep sets bound and protected.
- B. Keep on-site during construction and clearly identify as "Record Drawing" on cover.

PART 3 EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Record data as soon as possible after obtaining it. Do not wait until the end of the job or a portion of the job to record data.
- B. Give particular attention to information concealed that would be difficult to identify or measure and record later. Record and check the markup before enclosing concealed installations.
- C. Require the individual who installed or constructed the portion of the work, or otherwise obtained the record data, to prepare that portion of the marked-up record print.
- D. Incorporate changes and additional information previously marked on Record Drawings, erase, redraw, and add details and notations where applicable.
- E. Refer instances of uncertainty to Engineer for resolution.

END OF SECTION

DIVISION 2 – SITE WORK **TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>TITLE</u>
SECTION 02230	CLEARING & GRUBBING
SECTION 02240	CONTROL OF WATER
SECTION 02250	DEMOLITION & SITE PREPARATION
SECTION 02260	SHORING AND BRACING
SECTION 02315	TRENCH EXCAVATION, BEDDING, AND BACKFILL
SECTION 02370	EROSION CONTROL
SECTION 02511	LOCATOR WIRE & WARNING TAPE
SECTION 02512	PERFORATED DRAIN PIPING
SECTION 02900	LANDSCAPE RESTORATION & CLEANUP

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SECTION 02230 – CLEARING & GRUBBING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The work to be performed under this section shall include all labor, equipment, and materials necessary for the removal of vegetation and organic matter including, trees, logs, stumps, roots, shrubs, brush, grass and other organic materials as specified herein and as necessary to complete the proposed improvements. This work shall also include the preservation and protection from injury or defacement of all vegetation and objects designated to remain, hauling and disposal of all resulting materials, backfilling of all voids resulting from clearing and grubbing operations, and grading of areas along the project alignment which are not included elsewhere in grading.
- B. Clearing and grubbing work shall be performed in strict compliance with all City, County, State, and Federal laws and requirements pertaining to clearing, disposal, erosion control, and other related operations.
- C. No trimming is allowed within any State or County right-of-way without specific approval from the proper ODOT and/or County official. The Contractor shall obtain any permits required for clearing and grubbing within said right-of-way.
- D. Extra care shall be taken when construction occurs on private property. For areas within easements the Contractor shall coordinate with the Owner and private property owners prior to removal or trimming of any vegetation.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 CLEARING

- A. Clearing shall consist of the felling, trimming or cutting of trees, stumps, shrubs, brush and branches, and the clearing of downed timber, vines, grass and other vegetation to the limits specified herein, with the exception of items designated either on the Plans or within these Specifications to remain. The ground surface shall be cleared completely of all growth and organic matter as specified.
- B. Merchantable timber, shrubs, and other vegetation of value occurring within areas designated for clearing or resulting from the clearing work shall become the property of the Contractor unless otherwise specified.
- C. Trees of which less than one-half (1/2) of the lower portion of the trunk is within the area to be cleared may be left in place unless they are so situated that they interfere with other work to be completed under this contract, in which case they shall be removed.
- D. Trimming
 - 1. Tree branches hanging within the zone extending from the ground surface to 13-feet above the finished roadway grade, or 9-feet above other areas, shall be cut off to the boles in a workmanlike manner in conformance with tree surgeon practice, as directed.

2. The Contractor shall remove additional tree branches as directed by the Engineer in such a manner that the tree presents a balanced appearance.
3. Scars resulting from trimming of branches shall be treated with an approved tree sealant.

E. Clearing Limits

1. Clearing shall be performed within designated rights-of-way and as directed.

3.02 GRUBBING

A. Grubbing shall consist of the removal of all embedded wood and other organic matter. Materials to be removed include stumps, trunks, buried logs, roots one-inch (1") in diameter and larger and other objectionable material.

B. Grubbing Limits

1. Grubbing shall be performed within all clearing area limits, as specified above, to a depth of six-inches (6") below the ground surface, or subgrade, whichever is deeper.
2. At all trenches and other excavations, grubbing shall be conducted to six-inches (6") outside the exposed sides of the excavation. All stumps shall be completely removed to firm undisturbed soils.

3.03 DISPOSAL

A. All materials and debris resulting from clearing and grubbing operations shall become property of the Contractor at the place of origin, and shall be hauled away and disposed of by the Contractor.

B. Materials resulting from clearing and grubbing operations shall not be disposed of on lands owned or controlled by the Owner except by written permission. If so permitted, the Contractor shall place materials only at locations and in such manner as directed by the Owner.

C. The Contractor shall obtain written permission from the owner of any property upon which clearing and grubbing materials are to be disposed. Copies of the agreement between the property owner and the Contractor shall be furnished to the Owner and Engineer.

D. No burning of materials shall be allowed at the project site unless approved by the Owner in writing. No excess accumulation of materials shall be allowed at the project site.

3.04 PRESERVATION OF EXISTING VEGETATION

A. The Contractor shall protect from injury all trees, shrubs, vines, plants, grasses and other vegetation outside of areas to be cleared and grubbed, or which are designated by the Engineer to be preserved. Operations which may damage such vegetation to remain shall be conducted in areas where damage will not result.

B. All items designated to remain which are damaged by the Contractor's operations shall be restored or replaced by the Contractor to as nearly as possible original condition and location at no cost to the Owner.

3.05 COMPLIANCE WITH LAWS AND REGULATIONS

- A. The clearing and grubbing work shall be performed in strict compliance with all City, County, State, and Federal laws and requirements pertaining to clearing, hauling, disposal, erosion control, and related operations.

3.06 BACKFILLING AND GRADING

- A. Stump holes and other excavations which result from clearing and grubbing operations shall be backfilled with suitable material and compacted in accordance with Section 02315.
- B. Holes in areas to be excavated or trenched at a later time may be temporarily backfilled or covered as approved to provide for public safety until completion of final backfill.
- C. Areas subject to Clearing and Grubbing shall be smoothed and reshaped to blend to surrounding grades.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Clearing & Grubbing shall be included within the Lump Sum price for Demolition & Site Preparation for the amount stated on the Bid Form. Payment shall include compensation for the removal and disposal of all cleared debris, permits, materials, and labor required to complete the work described herein.

END OF SECTION

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SECTION 02240 - CONTROL OF WATER

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers the control of surface water runoff, dewatering of pipeline trenches and structural excavations, and other elements required for control of water as dictated by the site conditions during construction.
- B. Contractor shall follow all Federal, State, and local rules and regulations regarding the Control of Water during the completion of the Work.
- C. The design, installation, and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor assumes all liability for operation of the dewatering system and shall man the system during its operation. The dewatering system and discharge shall meet the requirements of all codes and regulatory agencies having jurisdiction of the system operation.
- D. Contractor shall inspect the construction site and consult with the City and applicable regulatory agencies to determine the best applicable method of dewatering, discharge filtration, and available options for receiving bodies. Contractor shall be responsible for all applicable permits.
- E. Submittals
 - 1. Prior to performing any excavation, the Contractor shall submit a dewatering plan to the Engineer for review. The submittal shall include method of installation, method and location of discharge, method of discharge filtration, and general details of the proposed dewatering system.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and equipment required for control of water shall be furnished and maintained as required to perform the construction.
- B. Piping/Hose
 - 1. Contractor shall provide discharge piping constructed of rigid pipe with positive restrained joints.
 - 2. Provide watertight pipe system.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. The necessary machinery, appliances, and equipment shall be furnished, installed, operated, and maintained to keep excavations free from water during construction, and to dispose of the water so as not to cause injury to public or private property or to cause a nuisance, inconvenience, or a menace to the public. Sufficient pumping equipment and machinery in good working condition shall be provided for all emergencies including power outage, and sufficient workmen shall be available at all times for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.
- B. The control of surface runoff and groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall be prevented. Dewatering systems shall be designed and operated so as to prevent removal of the natural soils. Natural or compacted soils softened by saturation with groundwater or standing surface water shall be removed and replaced as instructed by the Engineer at no additional expense to the Owner.
- C. During construction of structures, installation of pipelines, placing of structure and trench backfill, and the placing and setting of concrete, excavations shall be kept free of water. Surface runoff shall be controlled so as to prevent entry or collection of water in excavations. The static water level shall be drawn a minimum of one (1) foot below the bottom of the excavation, so as to maintain the undisturbed state of the foundation soils and allow the placement of fill or backfill to the required density. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.
- D. Open and cased sumps shall not be used as primary dewatering for excavations deeper than three (3) feet below the static water table. Location of open or cased sumps shall be outside of trench excavation or limits of structural excavation.
- E. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill, and prevent flotation or movement of structures and pipelines.
- F. Provisions shall be made to take care of surplus water, mud, silt, or other runoff pumped from excavations and trenches or resulting from slicking or other operations. Siltation of completed or partially completed structures and pipelines by surface water or by disposal of water from dewatering operations shall be cleaned up at the Contractor's expense.
- G. The Contractor shall be responsible for any damages to existing on- and off-site facilities and work in-place resulting from mechanical or electrical failure of the dewatering system.
- H. The Contractor shall comply with all applicable local, State, and Federal laws and regulations pertaining to erosion control and discharge of water off-site.
- I. Necessary filtering media, bags, or other methods shall be used to ensure that turbidity limits in the receiving bodies are not exceeded during dewatering activities.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for all Control of Water and other work in this section shall be included within the lump sum price for Construction Facilities & Temporary Controls for the amount stated on the Bid Form for the Project, and shall include, but not be limited to, compensation for all labor, materials, permits, and equipment required for the completion of the work described herein. No separate measurement for these quantities will occur.

END OF SECTION

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SECTION 02250 – DEMOLITION & SITE PREPARATION

PART 1 GENERAL

1.01 SUMMARY

- A. The work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the removal and disposal of concrete, miscellaneous structures, water piping as designated for removal, debris, buildings, fences and other items or improvements of manmade origin, in accordance with the Plans and these Specifications.
- B. The removal work described herein does not include the removal or disposal of items or improvements designated to remain.
- C. The area in which removal work, under these Specifications, is to be performed shall be confined to the minimum dimensions, within the public right-of-way or easements, which will permit proper construction of the proposed improvements, or as otherwise indicated.

1.02 RELATED SECTIONS

- A. Clearing and Grubbing shall comply with Section 02230
- B. Trench Excavation and Backfill shall comply with Section 02315.
- C. Landscape restoration and reseeding shall be as specified in Section 02900.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. Existing fences requiring removal for the construction of the planned improvements shall be replaced to near original condition and location or installed as shown on the plans and as specified. Any fences designated to remain but damaged during construction shall be replaced to near original condition at the expense of the Contractor.
 - 1. Salvage all major components from wood fences being removed and reuse with the exception of the existing posts. Components not specifically identified for reuse shall be furnished and installed by the Contractor for replacement of fence to original or better condition.
 - 2. Chain Link Fence
 - a. Salvage all major components being removed and reuse with the exception of existing post, fence clips and tension wire. Components not specified for reuse shall be furnished and installed by the Contractor for replacement of fence to original condition.
 - b. Installation shall be by experienced fence erectors and shall be placed at location of existing fence unless fence is being relocated. All fencing shall be true to line, tight and straight.

- c. The Contractor shall take care in dismantling and reconnecting the existing fence to new chain link fence at the corner locations. Any portions of the existing fencing that has become damaged during this operation shall be replaced by the Contractor.
 - d. Fence corner posts shall be set in concrete. No strain shall be placed on the corner posts until concrete has set for at least seven (7) days.
- B. Disposal of Materials
- 1. All materials, except those determined by the Engineer or Owner to be reusable, shall become property of the Contractor at the place of origin and shall be disposed of by the Contractor in conformance with all laws, regulations, and rules legally imposed on such activities.
 - a. Contractor shall make every effort to salvage or recycle construction demolition items and debris as is feasible.
 - 2. Materials shall not be disposed of on City owned or City controlled lands except by written permission of the City, and if so permitted, the materials shall be placed only at such locations and in such manner as the City may direct. Materials may be disposed of on private properties only with written permission of the property owner(s) involved, and with copies of the agreement furnished to the City and Engineer.
- C. Excavations resulting from the removal of structures and/or obstructions shall be backfilled and compacted in accordance with the requirements of Section 02315. Backfill materials shall consist of the type and class designated on the Plans and specified in Section 02315.
- M. All existing ditches damaged by the Contractor by his operations and incidental ditching shall be re-constructed as required as to maintain existing drainages and ditches. The Contractor shall maintain channel width and side slopes of existing conditions.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Demolition & Site Preparation shall be made on a lump sum basis for the amount stated on the Bid Form for the project and shall include, but not be limited to, compensation for all labor, materials, permits, and equipment required for the completion of the work described herein. Payment shall include the removal and disposal of all portions of fencing, and other items shown on the plans or as directed by the Engineer. Contractor shall sequence his work in such that no disruption existing service or system occurs unless said disruption is approved in writing by the Engineer. No separate measurement for these quantities will occur.

END OF SECTION

SECTION 02260 - SHORING AND BRACING

PART 1 GENERAL

1.01 SUMMARY

- A. This section specifies requirements for shoring and bracing of trenches and other excavations as required to furnish safe and acceptable working conditions; protect existing and new structures and vegetation; and maintain existing slopes, fills, and open excavations.
- B. The Contractor shall have sole responsibility to determine the construction means and methods required to satisfy the requirements of this section. The Contractor shall design sheeting, shoring, and bracing in accordance with Occupational Safety and Health Act (OSHA). The Contractor shall also design sheeting, shoring, and bracing in accordance with other applicable State and local requirements.
- C. The Contractor shall furnish a safe place of work pursuant to the provisions of OSHA and the subsequent amendments and regulations and for the protection of the work, structures, and other improvements. The Contractor shall also perform all shoring and bracing in accordance with other applicable State and local requirements.
- D. Shoring and bracing shall include all necessary sheeting, sloping and other means and procedures such as draining and recharging groundwater and routing and disposing of surface runoff, required to maintain the stability of soils.
- E. Slope Stability
 - 1. OSHA Health and Safety Standards for Excavation, 29 CFR Part 1926, or successor regulations shall be strictly enforced and, if they are not followed, the Contractor and/or earthwork and utility subcontractor could be liable for penalties.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. General
 - 1. The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the excavation or below the excavation bottom. Sheeting, shoring, and bracing shall be removed after placement and compaction of initial backfill, except as otherwise specified.
- B. Structure and Existing Piping
 - 1. The Contractor shall provide support of existing and new structures where shown, specified and at all other locations where excavation infringes on a 1:1 slope extending from the bottom of the footing. Existing piping shall be protected with shoring and bracing where excavation could expose the pipe and/or cause damage to the pipe.

C. Damages

1. Any damages to new or existing structures occurring through settlements, water or earth pressures, or other causes due to failure or lack of sheeting, shoring or bracing, or through negligence or fault of the Contractor shall be repaired by the Contractor at his own expense.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for all shoring, bracing, and other work in this section shall be included within the lump sum price for Construction Facilities and Temporary Controls as stated on the bid form and shall include all facilities, materials, labor, permits, and approvals related to shoring and bracing for completion of the Work. No separate measurement for these quantities will occur.

END OF SECTION

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SECTION 02315 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

PART 1 GENERAL

1.01 SUMMARY

- A. This work consists of furnishing all labor, materials, incidentals and equipment, as well as performing all work required for excavation, foundation stabilization, pipe bedding, pipe zone material, trench backfill, compaction, final grading, hauling and disposal of material resulting from the construction of utility piping, and all related appurtenances. Included also is the locating and protecting of existing utilities and other improvements (see Division 1), shoring, and bracing, excepting only such work as is covered and included under other sections of this Division, or other Divisions of these Contract Documents.
- B. This work includes but is not limited to excavation of trenches for the construction of trench drains trenches.
- C. Excavation must be in accordance with ORS 757.541 to 757.571 and all other applicable laws and regulations.

1.02 REFERENCES

- A. Oregon Standard Specifications (OSS) – The 2021 Oregon Department of Transportation/APWA Oregon Chapter Standard Specifications for Construction.

1.03 DEFINITIONS

- A. Trench Excavation – Trench excavation consists of the removal of all material encountered in the trench to the limits shown on the Plans or as directed. Trench excavation shall be classified as either common excavation or rock excavation.
 - 1. Common excavation is defined as the removal of all material as required to complete the planned improvements, regardless of type, nature or condition of materials encountered, except that which is designated as rock excavation.
 - 2. Rock excavation is defined as the removal of boulders composed of igneous, sedimentary or metamorphic stone material which have a least dimension of 36-inches or more, or a displacement of one cubic yard or more; or the removal of solid ledge rock which, in the opinion of the Engineer, requires for its removal drilling and blasting, wedging, sledging, barring or breaking with power operated tools.
 - a. No soft or disintegrated rock; hard-pan or cemented gravel that can be removed with a hand pick or power operated excavator or shovel; no loose, shaken, or previously blasted rock or broken stone in rock fillings or elsewhere; and no rock outside of the minimum limits of measurement allowed, which may fall into the excavation, will be measured or allowed.
 - b. When solid rock layers have an overburden of non-rock material (common material) which cannot practically be stripped and handled separately, and/or when solid rock is interspersed with non-rock material, the entire mass will be classified as solid rock if the actual solid rock fraction exceeds 85% of the entire volume.

- B. Trench Foundation – Trench foundation is defined as the bottom of the trench on which the pipe bedding is to lay and which provides support for the pipe.
- C. Foundation Stabilization – Foundation stabilization is defined as the furnishing, placing, and compacting of specified materials for any unsuitable material removed from the bottom of an excavation, as directed by the Engineer, to provide a firm trench foundation.
- D. Pipe Bedding – Pipe bedding is defined as the furnishing, placing, and compacting of specified materials on the trench foundation as to uniformly support the barrel of the pipe. The total bedding depth shall be as shown on the Contract Drawings.
- E. Pipe Zone – Pipe zone is defined as the furnishing, placing, and compacting of specified materials for the full width of the trench and extending from the top of the bedding to a level above the top outside surface of the barrel of the pipe as shown on the Contract Drawings.
- F. Trench Backfill – Trench backfill is defined as the furnishing, placing, and compacting of material in the trench extending from the top of the pipe zone to the bottom of pavement base, ground surface or surface material.
- G. Drain Rock – Drain rock is defined as the furnishing, placing, and compacting of specified free draining material for the full width of the drain trench (perforated pipe drains) and extending to a level as specified above the top outside surface of the pipe barrel.

1.04 SUBMITTALS

- A. Certifications, test results, source, and samples for all imported material proposed to be used in the work. Samples of materials to be used shall be submitted 2 weeks in advance of use. Samples shall consist of 0.5 cubic feet of each type of material. Samples of Class E material are not required.
- B. Drawings, tabular product data, and method of installation and removal of all sheeting, sheet piling, shoring, and bracing.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Trench Foundation – The trench foundation shall be undisturbed native material when suitable. Where ground water or other unstable conditions exist and the native material cannot properly support the pipe, additional excavation may be required. The trench shall be stabilized with foundation stabilization material when such conditions are present in the opinion of the Engineer.
- B. Foundation Stabilization – Foundation Stabilization: 1½"-0 aggregate base rock meeting OSS Sections 00641 and 02630. Required when native trench foundation material contains groundwater or is unsuitable to provide a firm foundation in the opinion of the Engineer.
- C. Pipe Bedding – Material for pipe bedding shall be clean, hard, sound, durable, well-graded, ¾"-0 crushed rock, free from organic matter. Engineer must approve material prior to use.
- D. Pipe Zone – Material for pipe zone shall be the same material used for bedding.
- E. Trench Backfill

1. Class "A" Backfill: Native or common excavated material, free from organic or other deleterious material, free from rock larger than 3-inches, and which meets the characteristics required for the specific surface loading or other criteria of the backfill zone in the opinion of the Engineer. If stockpiled material becomes saturated or unsuitable, Class B, C or D Backfill shall be substituted. Engineer must approve material prior to use.
 2. Class "B" Backfill: $\frac{3}{4}$ "-0 dense-graded aggregate, uniformly graded from coarse to fine and meeting OSS Section 02630.10.
 3. Class "C" Backfill: Clean sand with no particles larger than $\frac{1}{4}$ -inch.
 4. Class "D" Backfill: Pit run or bar run material, well graded from coarse to fine, with maximum aggregate size of 3 inches.
 5. Class "E" Backfill (CLSM or CDF): Controlled Low-Strength Material (cement slurry) conforming to OSS Section 00442.
 - a. Slurry shall consist of a highly flowable lean concrete mix; mixture of Portland cement, fly ash, fine aggregates, water and admixtures as required for a mixture that results in a hardened, dense, non-settling, hand excavatable fill.
- F. Geotextiles shall meet the requirements as specified in Section 02720 Aggregate Base. This material shall be used as the aggregate leveling base and base material beneath structures.

PART 3 EXECUTION

3.01 GENERAL

- A. Remove, haul, and dispose of all formations and materials, natural or man-made, irrespective of nature or conditions encountered, within lines and grades shown on the Plans or defined herein, and as necessary for completion of the proposed improvements. The method of excavation shall be as determined by the Contractor, and as required for special protection of existing improvements. Special care shall be taken to avoid over excavation below subgrades. Store and protect materials suitable for use as backfill where applicable. Clearing & Grubbing and Removal of Structures and Obstructions to be completed prior to excavation.
- B. Coordinate and provide all utility locates prior to any excavation as required by local state and federal laws and regulations. When the precise location of subsurface structures and/or utilities is unknown, locate such items by hand excavation prior to utilizing mechanical excavation equipment. Use hand excavation when mechanical equipment might damage existing improvements which are to remain undisturbed. See Division 1 for other requirements.
- C. Incidental to excavation shall be the furnishing, installing, and removal of all shoring, sheeting, bracing as required to support adjacent earth banks and structures, keep excavations free from water, and to provide for the safety of the public and all personnel working in excavations.

3.02 EXCAVATION

- A. Excavate to the lines and grades shown on the project Plans, allowing for forms, shoring, working space, and gravel base. Provide a minimum clearance around pipe barrel in all directions or greater in accordance with the standard trench detail drawing.
- B. Shoring and Bracing
 - 1. Sheet and brace excavation as necessary to prevent caving and to protect adjacent structures, property, workers, and the public.
 - 2. The design, planning, installation and removal of all sheeting, shoring, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soil below and adjacent to the excavation.
 - 3. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
 - 4. All sheeting, shoring, and bracing shall conform to safety requirements of OSHA and other Federal, State, and local agencies.
- C. Dewatering
 - 1. Furnish, install and operate all necessary machinery, appliances and equipment to keep excavations free from water during digging and initial backfilling. Dispose of water in such a manner as to prevent damage to public or private property, or nuisance or menace to the public.
 - 2. At all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outage. Have available, at all times, competent workers for operation of the equipment.
 - 3. Control surface runoff to prevent entry or collection of water within excavations. All excavations shall be kept free of water during placement of backfill and/or concrete placement.
 - 4. Comply with all laws regarding stormwater runoff, protection of natural resources, and other applicable laws and regulations.

3.03 FOUNDATION STABILIZATION

- A. The contractor shall over excavate the trench to firm undisturbed soils or rock when, in the opinion of the Engineer, the trench foundation materials are not suitable for the support of the pipe. Foundation Stabilization materials, as specified, shall be placed and compacted in lifts not exceeding 6-inches in compacted thickness to the required grade. Each lift shall be compacted to at least 95% of the maximum dry density in accordance with ASTM D698.

3.04 DISPOSAL OF EXCESS MATERIALS

- A. Excavated materials not suitable or required for backfill shall be hauled away and disposed of on approved sites arranged by the Contractor. No site shall be used for disposal of materials without written approval of the property owner. All costs associated with the hauling and disposal of materials shall be borne by the Contractor. The Contractor shall be entitled to any proceeds received from the sale of excess materials.

3.05 TEMPORARY STOCKPILING

- A. Place excavated materials suitable for use as backfill (and not excess material) only within construction easements, right-of-way, or approved work area. Stockpiles shall be placed in such manner as to provide the minimum inconvenience to the public.
- B. The Contractor shall obtain written permission from any property owners prior to placement of stockpiles on private property. Provide copies to the Owner and Engineer. Remove stockpiles as soon as possible and restore sites to affected property owners' satisfaction.
- C. Access to all fire hydrants, water valves, and meters shall be maintained. Stockpiles shall not be permitted to block any stormwater drainage ditches, gutters, drain inlets, culverts, or natural water courses.
- D. Protect stockpiled material which is to be later incorporated into the work so that excessive wetting or drying of the material does not occur. Material shall be brought to near optimum moisture content prior to placement and compaction. Depending on the moisture content of stockpiled materials, necessary processing may include aeration, mixing and/or wetting. No additional payment will be allowed for protecting or preparing native backfill materials.
- E. If approved native materials become unsuitable (too wet or mixed with unsuitable materials) due to negligence by the Contractor, then imported granular materials may be required for backfilling at the subject location at no additional cost to the Owner.
- F. Comply with all requirements of the 1200-C Construction Stormwater Permit. Provide necessary protection for stockpiled materials so that silt-laden runoff does not occur during rain events and to prevent wind-blown dust from stockpiles.

3.06 PIPE ZONE AND TRENCH BACKFILL

- A. Place and compact pipe bedding material before placing pipe in the trench. Dig depression for pipe bells to provide uniform bearing along the entire pipe length. Thoroughly compact bedding material to at least 95% of the maximum dry density in accordance with ASTM D698.

- B. Place materials in the pipe zone in layers not greater than 6 inches thick and in a manner that equalizes the pressure on the pipe and minimizes stress. As required under the haunches of pipe and areas not accessible to mechanical tampers or to testing, compact with hand methods to ensure thorough contact between the material and the pipe. Before placing the pipe zone material, condition, aerate, or wet the material so that the moisture content of each layer is within minus 4% to plus 2% of optimum moisture content.
- C. Contractor shall backfill the trench above the pipe zone in successive lifts not exceeding 12-inches in loose thickness. Do not allow the backfill to free-fall into the trench until at least 3 feet of cover is provided over the top of the pipe. Each lift shall be compacted, using suitable mechanical or pneumatic equipment, to a minimum of 95% of the maximum dry density as determined by ASTM D698. If the specified compaction is not obtained, the Contractor may be required to use a modified compaction procedure and/or reduce the thickness of lifts. If approved materials meeting the specifications cannot be compacted to the required density regardless of compactive effort or method, the Engineer may reduce the required density or direct that alternate materials be used. In no case shall excavation and pipe laying operations proceed until the Contractor is able to compact the backfill to the satisfaction of the Engineer.
- D. CLSM. When CLSM Backfill is required, backfill above pipe zone with CLSM material. If the CLSM is to be used as a temporary surfacing, backfill to top of the trench and strike off to provide a smooth surface. If CLSM is not to be used as a temporary surface, backfill to bottom of the proposed resurfacing. Use steel plates to protect the CLSM from traffic a minimum of 24 hours.
- E. When backfilling is complete, the Contractor shall finish the surface area as specified. In paved or graveled areas the Contractor shall maintain the surface of the trench backfill level with existing adjacent grades with $\frac{3}{4}$ "-0 crushed rock until pavement replacement is completed and accepted by Owner.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for all Buried Pipe Trench Excavation, Bedding, and placement of Backfill shall be included as a portion of the Unit Price basis of each buried pipe as stated on the Bid Form and shall include all facilities, materials, labor, permits, and approvals related to trench excavation, bedding, and placement of backfill for completion of the Work.

END OF SECTION

SECTION 02370 – EROSION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. This section shall include direction and requirements on erosion control for the project. The section should not, however, be considered a comprehensive directive on what erosion control measures will be required on the project. This could vary depending on weather conditions, contractor approach to the work, regulatory agency interaction and requirements, and other factors. The sections should be considered as a general guideline on erosion control issues.
- B. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract in accordance with the ECP described later in this Section.
- C. The Contractor shall comply with all local, state, and federal requirements for erosion control including the National Pollutant Discharge Elimination System (NPDES) 1200C Permit if applicable to the project. The Contractor shall be responsible for obtaining said permit and abiding by the requirements of the agencies.

1.02 SUBMITTALS

- A. The Contractor shall submit an erosion control plan (ECP) to the Engineer. The ECP shall incorporate any requirements outlined in the specifications and plans along with additional requirements from DEQ as communicated through the 1200-C permitting process. The ECP will include, at a minimum, the following elements:
 - 1. Narrative site description
 - 2. Site map outlining all areas of development, drainage patterns, areas of planned soil disturbance, areas for storage of soils or waste, boundaries of the 100-year flood plain, ordinary high water, location of storm drain outfalls or features, etc.
 - 3. Erosion control features including BMP and procedures for prevention, runoff control, and sediment control.

1.03 RELATED SECTIONS

- A. Section 02240- Control of Water
- B. Section 02260 – Shoring and Bracing
- C. Section 02316 – Excavation and Backfill
- D. Section 02315 – Trench Excavation, Bedding, and Backfill
- E. Section 02900 – Site Cleanup and Landscape Restoration

PART 2 PRODUCTS

- 2.01 Erosion Control Products – the following products are samples of materials and systems that could be utilized by the Contractor for Erosion control. They do not, however, represent a complete list or requirements for the project.
- A. Plastic sheeting: minimum 6 mil thick, polyethylene plastic sheeting for slope protection, spoils pile coverage, and protection of storage and materials.
 - B. Chemical dust control: non-toxic material that will have no adverse effect on soil structure or establishment and growth of vegetation. Potential products include:
 - 1. Liquid stabilizer emulsion: a tackifier of liquid and polyvinyl polymers with emulsion resins containing not less than 55% total solids by weight. Do not use tackifiers containing polyacrylates or polyvinyl acrylics.
 - 2. Dry powder tackifier: A tackifier consisting of one or more active hydrocolloids from natural plant sources which hydrates in water and blends with other slurry materials, and upon application and drying tacks the slurry particles to the soil surface.
 - 3. Calcium chloride and water for dust control.
 - C. Temporary Mulching: loose hay, straw, netting, wood cellulose, or agriculture silage.
 - D. Matting or blankets: by American Excelsior or approved equal.
 - E. Sediment Fencing: fencing that includes a geotextile fabric to screen and hold sediments. Sediment fencing to be capable of supporting its own weight and sediments. Wooden or metal posts shall support the fencing with wire mesh, if required, for additional strength.
 - F. Bio-filter Bags: Prefabricated bags made from geotextile with filter inserts of biological materials or filtration media manufactured specifically for collecting sediment in drainage inlets or channels.
 - G. Straw Bales: Standard 45 to 65 pound rectangular straw bales that are wire bound or string tied.
 - H. Sand Bags.
 - I. Quick growing grasses for temporary seeding.
 - J. Rip rap for slopes, culvert, storm drain inlets, and outlet aprons.

PART 3 EXECUTION

3.01 PREPARATION

- A. Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) including all Federal, State, and local laws rules and regulations as they apply to this project.
- B. Any changes to the ECP should be brought to the attention of the Engineer. A copy of the ECP and approved 1200-C Permit must be submitted to Engineer before beginning and site work on the project.

3.02 Erosion Control Plan – Plan shall include the following components:

- A. Narrative Site Description - Including but not limited to:
 - 1. Nature of the construction activity planned for the site
 - 2. Estimates of the total site area and the areas of the site expected to be disturbed
 - 3. Soil types found on the site and their erosion potential
 - 4. The types of fill materials to be used
 - 5. Timetable for sequence of major construction events
- B. Site Map – Including but not limited to:
 - 1. All areas of development
 - 2. Drainage patterns
 - 3. Areas of soil disturbance
 - 4. Areas used for storage of soils or waste materials
 - 5. Location of all erosion or sediment control BMP or structures
 - 6. Springs, wetlands, and other surface waters located on site
 - 7. Location of storm drainage outfalls to receiving waters, if applicable
 - 8. Details of sediment and erosion controls
- C. Required BMP Procedures for Erosion Prevention, Runoff Control, and Sediment Control- Including but not limited to:
 - 1. Construction entrances and parking areas
 - 2. Unpaved site roads and haul roads
 - 3. Water washed from concrete trucks
 - 4. Correct installation of erosion and sediment control BMP's
 - 5. Clearing and grading practices to minimize area of exposed soil throughout the life of the project
 - 6. Vegetative practices including preservation of existing vegetation, seeding and mulching, and buffer strips
 - 7. Limiting runoff from exposed areas
 - 8. Limiting sediment transport within work site areas and keeping sediment from moving off site
 - 9. Additional controls for wet season work and, if required, temporary work suspensions

10. Protection of sensitive areas such as wetlands

11. Stockpile BMP's

3.03 Installation

- A. All erosion control measures and methods shall be installed or applied per manufacturer's recommendations.
- B. Installation methods shall follow the approved ECP and be inspected and approved by the Engineer.
- C. Any erosion control measure not adequately performing its intended purpose shall be removed and replaced, reinforced, or otherwise addressed to meet the intent of the ECP.
- D. Over the life of the project, erosion control measures will require maintenance, repair and replacement. The Contractor shall be vigilant in his inspection, maintenance, and operation of erosion control measures, practices, and BMP's.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Erosion Control shall be included within the lump sum price for Erosion Control as stated on the bid form. No separate measurement for these quantities will occur. Payment shall include, but not be limited to, compensation for all labor, material, permitting, testing, and equipment required for the construction/installation of the work described herein. No separate measurement for these quantities will occur.

END OF SECTION

SECTION 02511 – LOCATOR WIRE & WARNING TAPE

PART 1 GENERAL

1.01 SUMMARY

- A. This section consists of furnishing all labor, material and equipment, and performing all work required for the burying of an insulated copper conductor wire and plastic underground warning tape in the trench with installed non-ferrous and/or nonconductive (plastic, etc.) water and sewer lines. See the Standard Detail Drawings for trench cross section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Storm Drain lines
1. Tracer wire shall be No. 12 AWG minimum, solid copper with green colored insulation. Insulation shall be 0.030-inch thick HDPE designed for direct bury.
 2. Underground warning tape shall be 6-inch wide, 4-mil-thick, APWA Standard Green color, reading "CAUTION – STORM DRAIN LINE BURIED BELOW."

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. Drainage Lines
1. Wire and warning tape shall be buried the entire length of the trench, placed in accordance with the Standard Detail Drawings, for all nonconductive pipelines.
 2. Wire shall be brought to the surface and connected at each manhole, basin, or cleanout. Distance between tracer lead access locations shall not exceed 1,000 feet. All joints and/or splices in the wire shall be made with a designed waterproof splice kit. Wire shall be taped to pipe every 5 feet and shall be run straight with a small amount of slack. Wire shall be routed outside each manhole, basin, or cleanout riser. Wire shall be exposed inside all cleanout covers and a minimum of 24" of wire provided. At manholes and basins, pass wire into manhole between concrete grade ring and manhole lid frame and provide a minimum of 24" coiled wire.
 3. Warning tape shall be placed over the pipe zone material, approximately 15 to 18 inches below finish grade, in accordance with the Standard Detail Drawings. Lay tape flat and untwisted, centered over the pipe and with wording facing upwards.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Locator Wire and Warning Tape shall be included as a portion of the Unit Price basis of each buried pipe as stated on the Bid Form and shall include all facilities, materials, labor, permits, and approvals related to the completion of the Work. No separate measurement for these quantities will occur.

END OF SECTION

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SECTION 02512 – PERFORATED DRAIN PIPING

PART 1 GENERAL

1.01 SUMMARY

- A. The work in this Section consists of furnishing all labor, materials, equipment and performing all work necessary for the proper installation of the perforated drain piping to provide drainage as indicated on the Plans and/or required for the completion of the proposed project.
- B. Perforated drain piping shall either be a polyvinyl chloride rigid pipe (PVC) or a high density polyethylene flexible pipe (HDPE).

PART 2 PRODUCTS

2.01 MATERIALS

- A. PVC pipe and fittings for perforated drain piping shall conform to Class 12454-B as defined in ASTM D1784. Neoprene gaskets with push on joints shall conform to ASTM F477.
- B. HDPE pipe shall be a bell and spigot design and shall include a rubber gasket conforming to ASTM F477.
- C. Perforated drain piping shall consist of a 12 inch perforated or slotted pipe.
- D. Appurtenances
 - 1. PVC pipe connections to concrete manholes shall utilize appropriately sized flexible, watertight seal adapters designed for such use. Adapters shall be tested watertight to a minimum of 10.8 psi during factory testing. Adapters shall be for connections to precast concrete shall be KOR-N-SEAL as manufactured by NPC, Inc.; or approved equal. Adapters for connections at cast-in-place manhole bases shall be made with a rubber waterstop grouting ring. Ring shall clamp to pipe with stainless steel clamp and have waterstop ribs. Waterstop Grouting Ring by Press-Seal Gasket Corp., or approved equal.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

- A. All pipe and fittings shall be installed in accordance with manufacturer's recommendations and shall be placed to lines and grades as shown on the plans.
- B. PVC gravity pipe shall be installed, stored, and handled in accordance with the manufacturer's installation guide, the Uni-Bell PVC Pipe Association Installation Guide for PVC Sewer Pipe, ASTM D2321, and these specifications.
- C. Remove material from job site, which in the judgment of the Engineer is damaged, not as specified, or otherwise rejected. Payment will not be made for damaged or rejected materials, their removal, or for repairs to such materials.

- D. Preparation of Trench – Excavate and prepare trench for pipe laying to the lines and grades as specified and shown on the Plans. Place any required foundation stabilization and compact pipe bedding prior to laying pipe. Stabilize trench as required and comply with OSHA safety provisions.
- E. Place and compact pipe bedding material before placing pipe in the trench. Dig depression for pipe bells to provide uniform bearing along the entire pipe length. Thoroughly compact bedding material to prevent future bellies.
- F. Prior to lowering pipe into the trench, the Engineer and City representative will check for damage to the pipe. The Contractor shall repair or replace, as directed, all damaged or flawed pipe prior to installation.
- G. Thoroughly clean inside the pipe before laying. Prevent foreign material from entering the pipe while it is being placed in the trench. Remove all foreign material from the inside of the pipe and joint before the next pipe is placed. Keep debris, tools, rags or other materials out of the pipes at all times. When pipe laying is not in progress, seal the open end of the pipe with a watertight plug, or by other approved means to prevent the entry of foreign materials into the pipe.
- H. Lay pipe with bell ends facing the direction of laying. For lines on an appreciable slope, face bells up-grade unless otherwise directed by the Engineer. Thoroughly clean the ends of the pipe to remove all foreign matter from the pipe joint. Lubricate the bell and spigot ends with approved pipe lubricant, as recommended by the manufacturer.
- I. Tolerance. For gravity pipelines, vertical slope shall not be less than 2% in any location. Horizontal tolerance for deviation from line shall be 0.03125 feet (3/8 inch). Depressions or bellies which create the potential for solids deposition are not allowed.
- J. Care must be taken to ensure the pipe is not moved and the side support fill is not disturbed when moving sheeting or trench boxes.
- K. Place materials in the pipe zone in layers not greater than 6 inches thick and in a manner that equalizes the pressure on the pipe and minimizes stress. As required under the haunches of pipe and areas not accessible to mechanical tampers or to testing, compact with hand methods to ensure thorough contact between the material and the pipe.
- L. Provide proper Backfill Class material as required. Backfill the trench above the pipe zone in successive lifts. Do not allow the backfill to free-fall into the trench until at least 3 feet of cover is provided over the top of the pipe. Modify the compaction as necessary to protect the pipe. Compact each lift to not less than 95% of the maximum density.

3.02 MANHOLE CONNECTIONS

- A. Where shown on the Plans or directed by the Engineer, the Contractor shall connect new sewer piping to existing manholes.
- B. Core drill the manhole wall using appropriately sized core drill for the new pipe. Jack-hammering will not be allowed. Install pipe using KOR-N-SEAL boot or an approved equal.
- C. When an existing manhole has a poured-in-place base or other obstruction at the pipe level and core drilling is not feasible, contractor may jackhammer to provide penetration

for new or replacement pipe. Install pipe using Waterstop Grouting Ring or an approved equal.

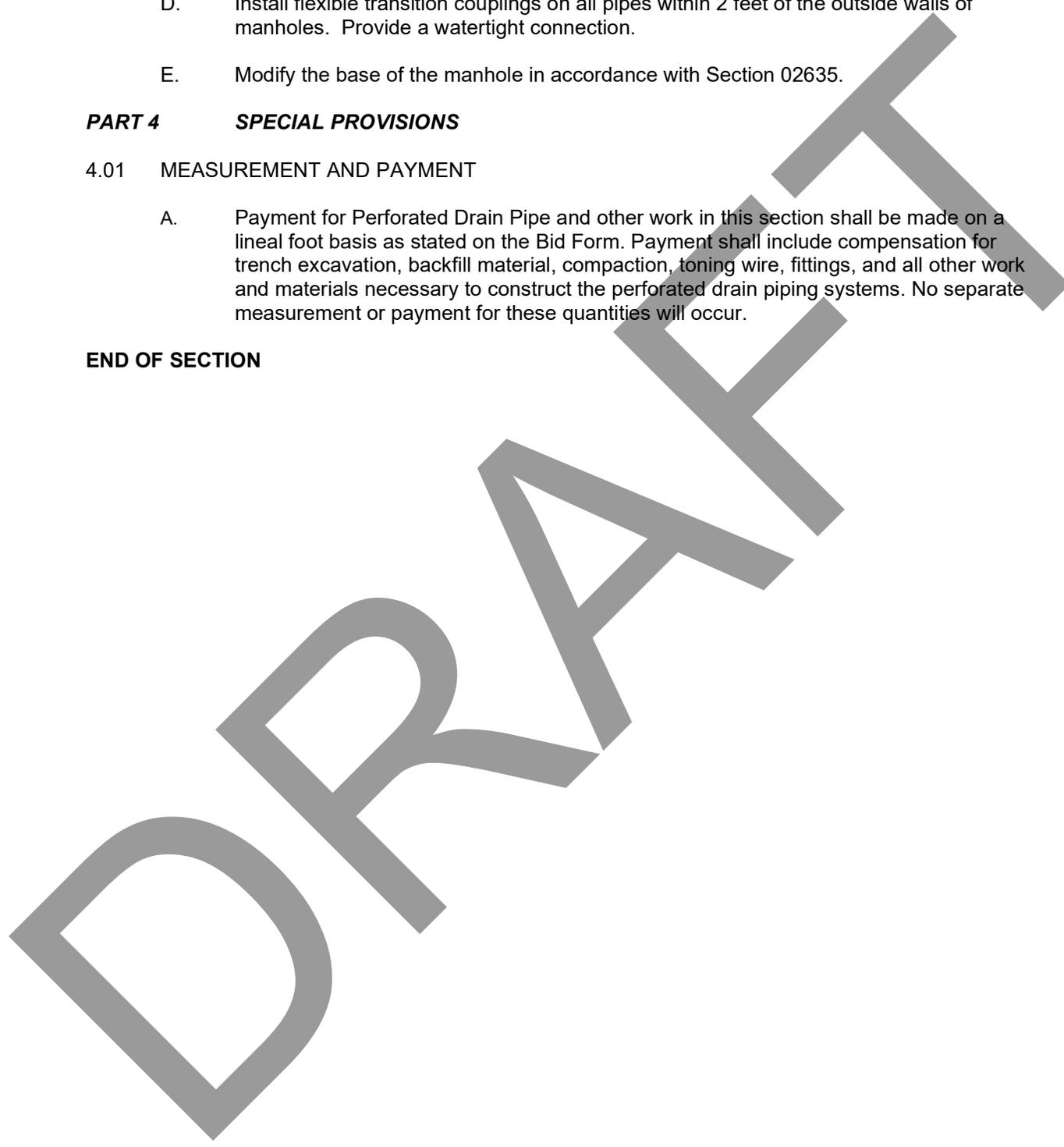
- D. Install flexible transition couplings on all pipes within 2 feet of the outside walls of manholes. Provide a watertight connection.
- E. Modify the base of the manhole in accordance with Section 02635.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

- A. Payment for Perforated Drain Pipe and other work in this section shall be made on a lineal foot basis as stated on the Bid Form. Payment shall include compensation for trench excavation, backfill material, compaction, toning wire, fittings, and all other work and materials necessary to construct the perforated drain piping systems. No separate measurement or payment for these quantities will occur.

END OF SECTION



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SECTION 02900 – LANDSCAPE RESTORATION & CLEANUP

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers the work necessary to reseed, restore, and cleanup the site(s). Work shall include the removal of all construction equipment, rubbish, construction debris, and unused materials of any kind resulting from the project activities.
- B. Site cleanup shall include the cleanup of all pavement surfaces, whether new or existing, within the limits of the project and shall include the replacement of any disturbed pavement markings.

1.02 SUBMITTAL

- A. Contractor shall submit the following information to the Engineer per the requirements in Section 01300:
 - 1. Trade name and technical name (if applicable) of seed mix(es) to be used.
 - 2. Source of the seed mix(es).
 - 3. Written statement certifying that the seeds/ seed mix(es) have been certified.
 - 4. Botanical names and common names of all seeds in the seed mix(es).
 - 5. Percent composition of the seed mix(es) listed for each seed species.
 - 6. Agronomic application rate for each of the seeds contained in the seed mix(es). Information shall be expressed in terms of minimum pounds of seeds per acre.
 - 7. Seed mix manufacturer's written recommendations for preparation of the planting surface onto or into which the seed mix(es) will be placed.
 - 8. Maintenance requirements for ensuring proper grass growth.

PART 2 PRODUCTS

2.01 RESEEDING MATERIALS

- A. Grass seed shall be from blue tag stock and from the latest crop available. Deliver each variety in standard containers labeled in accordance with Oregon State laws and U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Provide with label showing seed variety, percentage of purity, germination, maximum weed content, date of test within nine months of date of delivery, and as set forth in the General Seed Certification Standard by the Oregon State University Certification Board. Mold or other evidence of container having been wet or otherwise damaged will be cause for rejection of each lot of seed. Grass seed may be delivered to the project as a mixture provided each variety of grass seed in the mixture is identified and labeled as specified.
- B. Where imported topsoil is required, provide natural, fertile, friable topsoil, representative of local productive soil, and 90% free of clay lumps or other foreign matter larger than 2-inches in diameter, not frozen or muddy, with pH 5.0 to 7.0, and not less than 3% humus as determined by loss of ignition of moisture-free samples dried at 100° C. Gravel portion (particles larger than 2 mm) shall not exceed 15% of total volume.

Topsoil shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, all resultant growth, both surface and root, shall be removed by the Contractor within 1-year of acceptance of the work at no expense to the Owner.

- C. Provide a lime compound of ground dolomitic limestone not less than 85% total carbonates and magnesium, ground so that 50% passes a number 100 sieve and 90% passes a number 20 sieve. Coarser material will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing the number 100 sieve.
- D. Furnish fertilizer in moisture-proof bags marked with weight and the manufacturer's certified analysis of the contents showing the percentage for each ingredient. Furnish fertilizer in a dry condition free from lumps and caking, in granular or palletized form, of standard commercial grade conforming to all State and Federal regulations and to the standards of the Association of Official Agricultural Chemists.
- E. Provide all other materials required to accomplish the work specified.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. Surface Dressing
 - 1. Slopes, sidewalk areas, planting areas, easements, and roadways shall be smoothed and dressed to the required cross section and grade by means of a grading machine insofar as it is possible to do without damaging the work or existing improvements, trees, and shrubs. Supplement machine dressing by hand work as directed.
 - 2. Upon completion of the cleaning and dressing, the project shall appear uniform in all respects. Grade all areas true to line and grade as shown or as approved. Where the existing planting is below sidewalk and curb, fill and dress the area to the walk regardless of limits shown. Wherever fill material is required in the planting area, make finished surface high enough to allow for final settlement.
 - 3. Remove and dispose of all excavated or construction materials, equipment, and rubbish of all kinds resulting from the work. Where brush and trees beyond the limits of the project have been disturbed or damaged, remove and dispose of or restore same, as directed, at no expense to the Owner.
 - 4. Clean all drainage facilities such as inlets, catch basins, culverts, and open ditches of all excess material or debris resulting from the work, to the satisfaction of the Owner.
 - 5. Clean all pavement surfaces, whether new or existing within the limits of the project. Clean existing improvements such as curbs, gutters, walls, sidewalks, castings for manholes, monuments, water gates, lamp poles, vaults, signs, and other similar installations as approved. Flush the roadway with a pressure type flusher as approved. Hand sweep or flush all sidewalks as directed.

B. Restoring Planted Areas

1. Hand rake and drag all formerly grassed and/or planted areas leaving disturbed areas free from rocks, gravel, clay, or any other foreign material and ready, in all respects, for seeding. The finished surface shall conform to the original surface, be free draining and free from holes, rough spots, or other surface features detrimental to a seeded area.
2. Plant grass seed only at times when local weather and other conditions are favorable to the preparation of the soil and to the germination and growth of grass. Sow grassed areas evenly with a mechanical spreader at a rate of one pound per 300 square feet, roll with packer to cover seed, and water with fine spray. Method of seeding may be varied as approved, however, responsibility to establish a smooth, uniformly grassed area will not be waived.

PART 4 SPECIAL PROVISIONS

4.01 MEASUREMENT AND PAYMENT

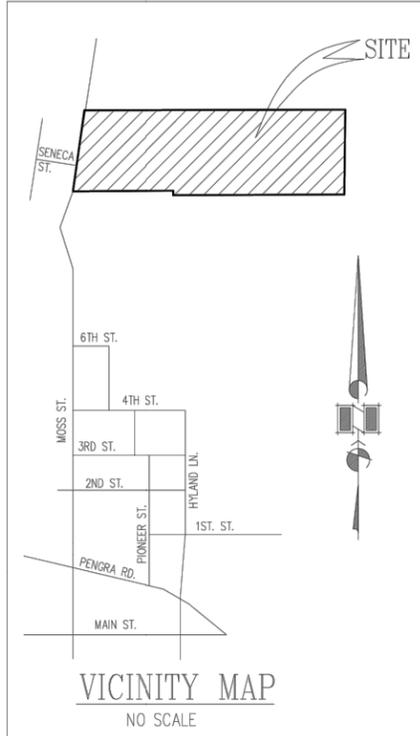
- A. Payment for Landscape Restoration & Cleanup will be made on a lump sum basis for the amount as stated on the Bid Form for the Project, and shall include, but not be limited to, all labor, material, equipment, permits, topsoil, seed, landscape shrubs/trees, site cleanup, miscellaneous painted pavement markings, and all incidentals required for the completion of the work described herein. No separate measurement for these quantities will occur.

END OF SECTION

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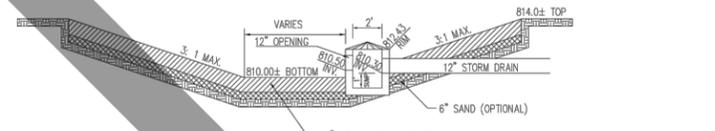
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PUBLIC IMPROVEMENT PLANS FOR CRESTVIEW ESTATES



- LEGEND**
- 490 --- EXISTING MAJOR CONTOUR AND ELEVATION
 - EXISTING MINOR CONTOUR
 - EX. 12" S.D. --- EXISTING STORM DRAIN AND SIZE
 - EX. 8" W --- EXISTING WATER AND SIZE
 - EX. 8" WW --- EXISTING WASTEWATER AND SIZE
 - PROPOSED WATER LINE
 - PROPOSED STORM DRAIN
 - PROPOSED WASTEWATER
 - PROPOSED EASEMENT
 - PROPOSED WASTEWATER MANHOLE
 - PROPOSED STORMWATER MANHOLE
 - ☆ PROPOSED STREET LIGHT
 - PROPOSED WATER METER BOX
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPOSED WATER BLOWOFF
 - PROPOSED DITCH INLET
 - PROPOSED CATCH BASIN
 - PROPOSED PAWING
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING WASTEWATER MANHOLE
 - EXISTING POWER POLE
 - WW WASTEWATER
 - SD STORM DRAIN
 - F.S. FINISH SURFACE
 - F.G. FINISH GRADE
 - T.C. TOP OF CURB
 - INV. INVERT
 - B.C.R. BEGIN CURB RETURN
 - E.C.R. END CURB RETURN
 - CL CENTERLINE
 - MH MANHOLE
 - P.C. POINT OF CURVATURE
 - PVI POINT OF VERTICAL INTERSECTION
 - F.L. FLOW LINE
 - C.F. CURB FACE

- GENERAL NOTES**
- Construction of public improvements shall comply with the City's Standard Specifications and Drawings.
 - A grading and/or fill permit from the City Building Division may be required for any construction activity outside of the rights-of-way and public easements.
 - Items of work not shown on the plan but necessary for successful completion of this project will be required by the City.
 - The contractor shall submit a traffic control plan and secure approval of the plan from the City and County at least five (5) working days prior to starting work.
 - The contractor shall not perform work without City inspections.
 - Before back-filling the end of a mainline pipe not ending at a manhole or cleanout, the contractor shall perform the TV inspection as required by the standard specifications and allow the consulting engineer to determine the exact location and elevation of the end of the pipe.
 - Where connecting to an existing pipe, the contractor shall expose the end of the existing pipe and allow the engineer to verify exact location and elevation before laying any new pipe on that system.
 - Where the contractor is unable to achieve sub-grade compaction and deflection standards required by the specifications, the sub-grade surface shall be lowered at least 6 inches, fabric shall be placed, and the material removed shall be replaced with 1 1/2" crushed rock and compacted according to the specifications. If the sub-grade still does not meet specifications over-excavate to a deeper sub-base depth as directed by project engineer and repeat the process until the sub-grade meets specifications.
 - Asphalt shall be formulated for this project in accordance with the City's Standard Specifications.
 - The contractor shall notify Lane County Department of Public Works Permit Section 24 hours before beginning work in the County right-of-way.
 - Requests by the contractor for changes to the plans must be approved by the consulting engineer and the City before the changes are implemented.
 - ATTENTION: Oregon law requires the contractor to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. Contractor may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1887 or (800) 332-2344.)
 - At each intersection of at least one post shall be placed displaying street name signs for both intersecting streets. A "sign schedule" indicating names and locations of all signs to be installed shall be submitted to the project inspector within 15 days of the Public Improvement Permit date.
 - Forms of adequate size and configuration to meet concrete thickness requirements shall be used around outside of outside-drop manholes.
 - Placement or storage of spoils from trench construction is not permitted on hard surface streets within public right-of-way. Spoils stored in other right of way areas shall be covered to prevent erosion.
 - Work requires the electrical contractor to secure an electric permit as well as inspection services from the Building Permit Services Division to assure National Electric Code compliance.
 - All materials in contact with water need to be NSF approved.
 - The contractor is to patch and verify all existing utilities prior to construction and report all discrepancies to the engineer.
 - All pipe backfill shall be compacted class B.
 - A single copper core, 18 gauge, or larger tracer wire with blue insulation shall be installed along all water lines. Access at shown locations of water valves, blowoffs and water meters.

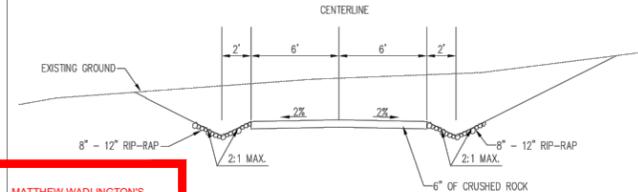


- THE THICKNESS OF THE CONSTRUCTED MEDIUM, INCLUDING OR IN ADDITION TO THE GROWING MEDIUM, AT THE BASE OF THE POND SHALL BE A MINIMUM OF 12 INCHES THICK.
- THE BASE OF THE POND SHALL INCLUDE A CONSTRUCTED MEDIUM COMPRISING A MIXTURE OF SAND, NATIVE SOIL, LOAM, AND COMPOST. THE FRACTION OF ORGANIC CARBON (FOC) IN THE CONSTRUCTED MEDIUM SHALL BE A MINIMUM OF 0.20 (I.E. 40-50% ORGANIC MATTER). IF THE GROWING MEDIUM DOES NOT CONFORM TO THIS MINIMUM FOC REQUIREMENT, THEN THE CONSTRUCTED MEDIUM WOULD BE PLACED IN ADDITION TO THE REQUIRED GROWING MEDIUM.
- ALL SILT INTRUSION FROM THE STORM DRAIN FACILITY SHALL BE REMOVED PRIOR TO THE PLACEMENT OF THE CONSTRUCTION MEDIUM.

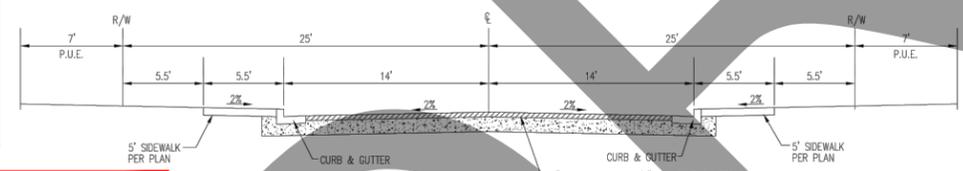
EQUAL NUMBER OF PLANTS FOR EACH ZONE SPACED ONE FOOT ON CENTER OVER THE ENTIRE FACILITY

ZONE A (AT AND BELOW RIM ELEVATION)	ZONE B (ABOVE RIM ELEVATION)
CAREX OBLIQUA 4" POTS 754 EACH	CAMASSIA QUAMASH 4" POTS 232 EACH
JUNCUS PATENS 4" POTS 754 EACH	DESCHAMPSIA CAESPITOSA 4" POTS 232 EACH

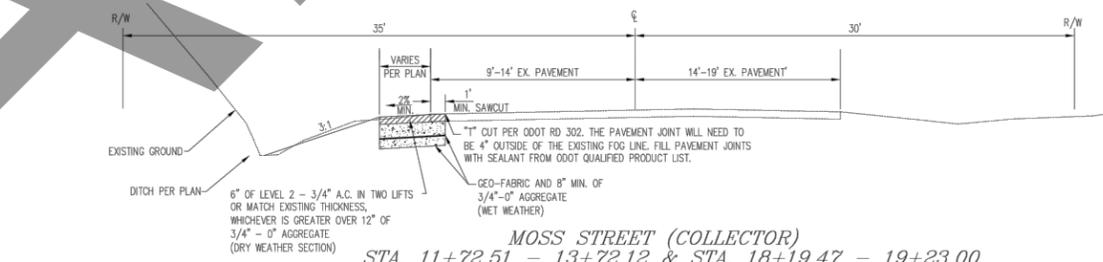
POND & OUTLET DETAIL
NO SCALE



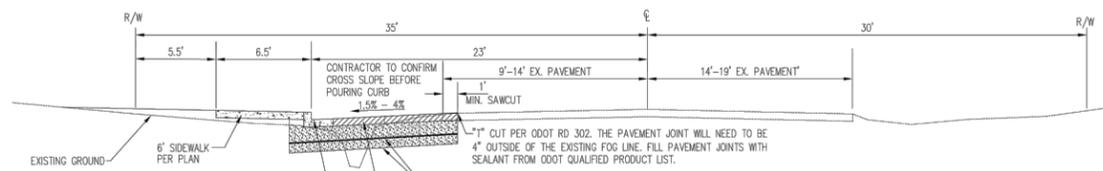
TYPICAL SECTION
2' PRIVATE ACCESSWAY
NO SCALE



TYPICAL SECTION
CRESTVIEW DR.
50' RIGHT-OF-WAY
NO SCALE



TYPICAL SECTION
MOSS STREET (COLLECTOR)
STA. 11+72.51 - 13+72.12 & STA. 18+19.47 - 19+23.00
70' RIGHT-OF-WAY
NO SCALE



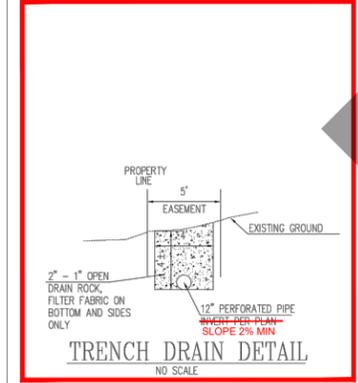
TYPICAL SECTION
MOSS STREET (COLLECTOR)
STA. 13+72.12 - 18+19.47
70' RIGHT-OF-WAY
NO SCALE

NOTICE TO CONTRACTOR
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO, THESE LINES OR STRUCTURES. ANY ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND THE FAVREAU GROUP DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKEOFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

ENGINEER'S NOTE
THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY OF EUGENE. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

REGISTERED PROFESSIONAL ENGINEER
83524PE
Matthew D. Wadlington
OREGON
NOV. 10, 2009
MATTHEW D. WADLINGTON
RENEWS: 06/30/2024

MATTHEW WADLINGTON'S STAMP APPLIES ONLY TO DESIGN CHANGES MADE IN RED. ALL ORIGINAL DESIGN IS EXCEPTED FROM THIS STAMP AND REMAINS UNDER THE AUTHORITY OF THE ORIGINAL STAMPING ENGINEER (ANTHONY FAVREAU).



TRENCH DRAIN DETAIL
NO SCALE

- SHEET INDEX**
- SHEET 1 TITLE SHEET
 - SHEET 2 CRESTVIEW STREET PLAN AND PROFILE
 - SHEET 3 MOSS STREET PLAN AND PROFILE
 - SHEET 4 CRESTVIEW STREET STORM DRAIN, SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 5 MOSS STREET STORM DRAIN, SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 6 SENECA STREET SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 7 GRADING PLAN
 - SHEET 8 MOSS STREET STRIPING PLAN
- SOIL TYPES**
- #28 CHEULIPUM, SOIL GROUP D, WELL DRAINED
 - #43E DIXON-PHILOMATH-HAZELAIR COMPLEX, SOIL GROUP D, WELL DRAINED
- Benchmark used:
Lane County Benchmark 82
USGS Brass Cap "H 362"
NAVD 88 Elev = 719.49 feet

REGISTERED PROFESSIONAL ENGINEER
18240 PE
Anthony J. Favreau
OREGON
EXP. 12.31.2021

PLANS PREPARED BY:
THE FAVREAU GROUP
CIVIL ENGINEERING
3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:

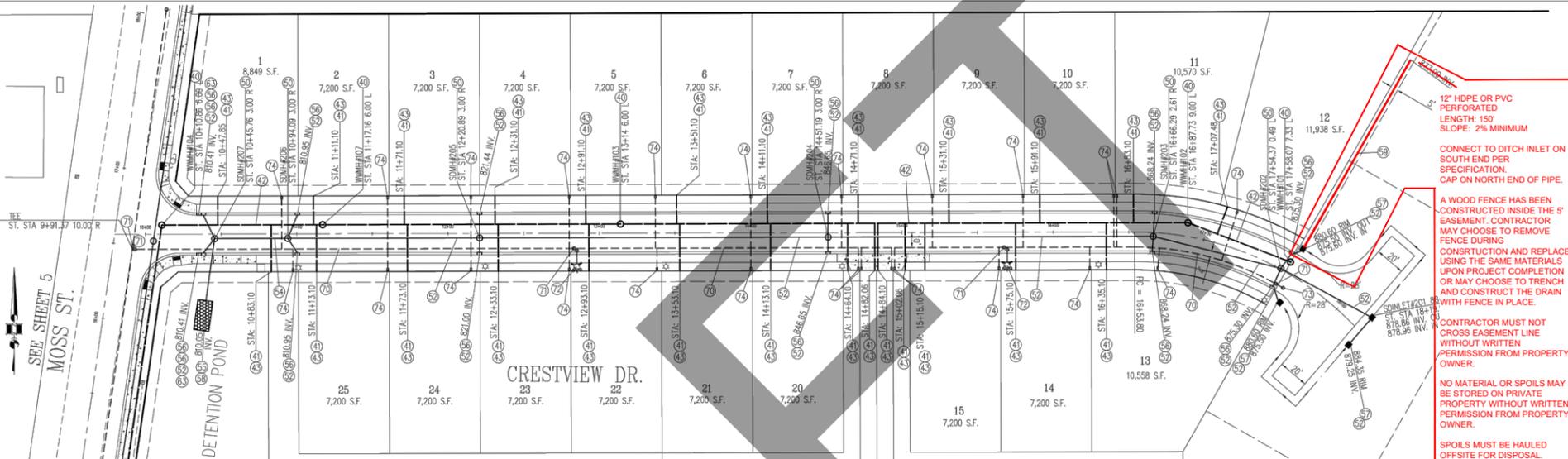
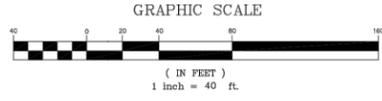
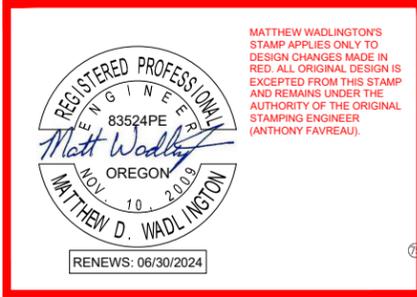
DATE: _____

DESIGNED	AJF	DRAWN	AJF
CHECKED	MW	DATE	06-22-20

PUBLIC IMPROVEMENT PLANS FOR CRESTVIEW ESTATES

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT

SHT. 1 OF 8



12" HDPE OR PVC PERFORATED LENGTH: 150' SLOPE: 2% MINIMUM

CONNECT TO DITCH INLET ON SOUTH END PER SPECIFICATION. CAP ON NORTH END OF PIPE.

A WOOD FENCE HAS BEEN CONSTRUCTED INSIDE THE 5' EASEMENT. CONTRACTOR MAY CHOOSE TO REMOVE FENCE DURING CONSTRUCTION AND REPLACE USING THE SAME MATERIALS UPON PROJECT COMPLETION OR MAY CHOOSE TO TRENCH AND CONSTRUCT THE DRAIN WITH FENCE IN PLACE.

CONTRACTOR MUST NOT CROSS EASEMENT LINE WITHOUT WRITTEN PERMISSION FROM PROPERTY OWNER.

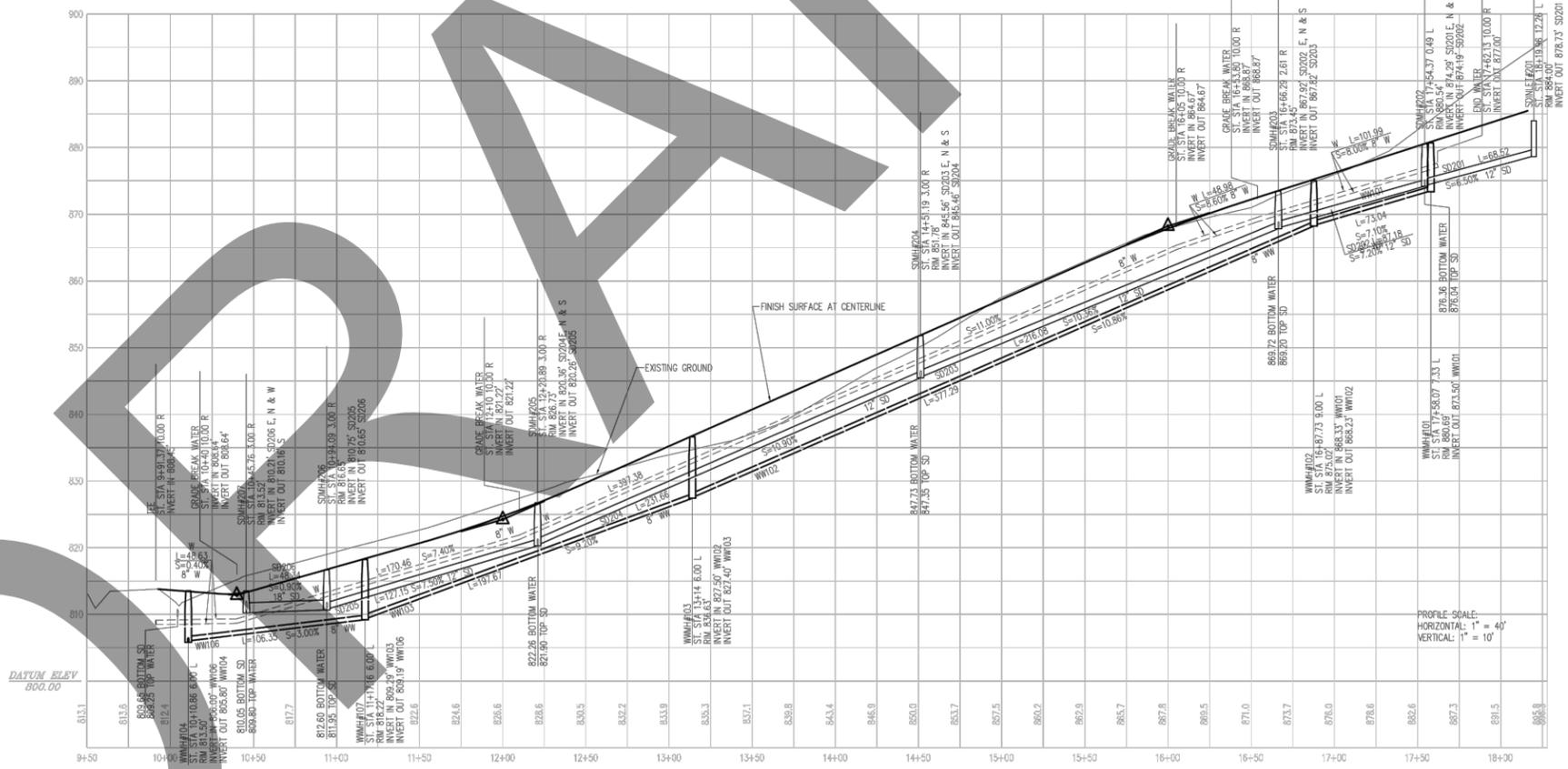
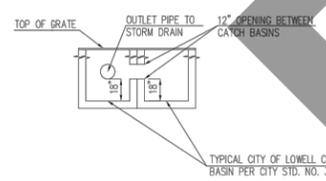
NO MATERIAL OR SPOILS MAY BE STORED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION FROM PROPERTY OWNER.

SPOILS MUST BE HAULED OFFSITE FOR DISPOSAL.

WATER CROSSING NOTE:
ALL WATER AND STORM DRAIN CROSSING OF LESS THAN 1.5' CLEAR, SHALL HAVE A FULL STICK OF WATER PIPE CENTERED ON THE CROSSING.

CONSTRUCTION NOTES

- 40 CONSTRUCT STD. SANITARY SEWER MANHOLE PER CITY STDS. 315A, 316 & 319 ADJUST MANHOLE RIM PER ODOT STD. RD 360, CIRCULAR CUT, METHOD B
- 41 CONSTRUCT STD. 4" PVC SANITARY SEWER PIPE LATERAL ASTM D3034 PER CITY STD. 311. ALL SEWER SERVICE LATERALS ARE TO HAVE CLEANOUTS. PIPE BEDDING PER CITY STD. 301
- 42 CONSTRUCT STD. 8" PVC SANITARY SEWER PIPE ASTM D3034 PIPE BEDDING PER CITY STD. 301
- 43 INSTALL STD. 8" X 6" TEE, ASTM D3034
- 50 CONSTRUCT STD. STORM DRAIN MANHOLE PER CITY STDS. 315A, 316, & 319
- 52 CONSTRUCT STANDARD 12" PVC ASTM D3034 STORM DRAIN PIPE PIPE BEDDING PER CITY STD. 301
- 54 CONSTRUCT STANDARD 18" PVC ASTM D3034 STORM DRAIN PIPE PIPE BEDDING PER CITY STD. 301
- 55 CONSTRUCT STANDARD 21" PVC ASTM D3034 STORM DRAIN PIPE PIPE BEDDING PER CITY STD. 301
- 56 CONSTRUCT CATCH BASIN PER CITY STD. 304
- 57 CONSTRUCT DITCH INLET PER CITY STD. 308
- 58 CONSTRUCT 10' X 20' RIP RAP APRON. ROCK SIZE = 8" - 12" DIAMETER, 1.5' MIN. THICKNESS
- 59 CONSTRUCT TRENCH DRAIN PER DETAIL ON SHEET 1
- 61 CONSTRUCT DETENTION POND OUTLET STRUCTURE PER DETAIL ON SHEET 1
- 63 CONNECT CATCH BASIN WITH A MINIMUM 12" DIAMETER WATER TIGHT OPENING. PER DETAIL HEREON
- 70 CONSTRUCT STANDARD 8" C900 PVC WATER LINE PIPE BEDDING PER CITY STD. 301
- 71 CONSTRUCT 8" GATE VALVE AND BOX PER CITY STD. 403
- 72 CONSTRUCT FIRE HYDRANT PER CITY STD. 402 AND THRUST BLOCK PER CITY STD. 401
- 73 CONSTRUCT 2" BLOW-OFF WITH THRUST BLOCK PER CITY STD. 401 & 404
- 74 CONSTRUCT 1" WATER SERVICE LATERAL WITH WATER METER BOX CITY STD. 407 WATER METER BOX IS TO BE SET WITHIN 3' OF PROPERTY LINE
- 75 CONSTRUCT 8" X 8" X 8" TEE WITH THRUST BLOCK PER CITY STD. 401



PLANS PREPARED BY:
THE FAVREAU GROUP
CIVIL ENGINEERING
3750 NORWICH AVE.
EUGENE, OR 97408 (541) 683-7048

DATE	BY	DESCRIPTION	APP.
REVISIONS			

APPROVED:			
DATE			
DESIGNED	AJF	DRAWN	AJF
CHECKED	MW	DATE	06-22-20

PUBLIC STORM DRAIN, SANITARY SEWER & WATER PLANS FOR
CRESTVIEW DR.

CITY OF LOWELL
PUBLIC WORKS DEPARTMENT
SHT. 4 OF 8

Agenda Item Sheet

City of Lowell City Council

Type of item:	Personnel
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Item title/recommended action:

Approve a "Library Volunteer" job description. – Discussion/ Action

Justification or background:

Staff request City Council approval of a job description for the Library Volunteer position. The job description will provide clarity, ensure consistency in the duties to be performed, and provide interested individuals with what is involved with volunteering. The job description will also set expectations, especially regarding the needs to abide by the same policies and processes that apply to employees.

Budget impact:

N/A

Department or Council sponsor:

Library

Attachments:

Library Volunteer job description

Meeting date:	02/07/2023
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Position Description

City of Lowell, Oregon

Position: Library Volunteer	Non-management
Department: Library	Unpaid/Volunteer
Reports to: Library Director	Pay scale position #: Not applicable

Summary

Volunteers are an exciting and important part of the Maggie Osgood Library. Whether you want to spend a regular shift with us or just occasionally help, we are happy to work with you. We want your experience to feel purposeful, valued, and enjoyable. We want your work to help make the library a better place for our patrons.

Volunteers perform a variety of duties related to the circulation of library materials, including assisting with delivery and returns, withdrawing items from circulation, and processing customer requests. Volunteers may also perform a variety of duties to assist library staff with programs for children, teens, and adults.

This is a volunteer "at will" position. The City of Lowell provides no compensation for the services performed, and volunteers are not entitled to vested rights or any benefits from the City. The City of Lowell is unable to assist individuals seeking placement for mandatory community service. The City of Lowell reserves the right to dismiss any volunteer for poor performance, excessive absenteeism, or misconduct.

To cultivate a welcome and inclusive experience for everyone who uses the library, all staff, volunteers, and patrons are expected to abide by all library rules and procedures.

Position duties and responsibilities

Volunteer tasks and responsibilities may include but are not limited to:

- Assist library staff in daily tasks and projects.
- Staff the circulation desk, including checking library materials in and out and answering basic questions from library patrons.
- Place books and other materials on shelves in the correct order.
- Follow oral and written instructions.
- Communicate cooperatively with library staff.
- Preparing books and other materials to go on shelves.
- Processing materials withdrawn from the collection.
- Prep and organize crafts.
- Locate books and pull items from the collection.
- Sanitize tables and dust shelves.
- Assist with library programs.
- Help set up and take down decorations.

Qualifications

Steps to becoming a Library Volunteer

- Must be at least 11 years of age. Parents/guardians must sign a consent form for their children to participate.
- Must complete the city's volunteer application. Volunteer candidates will be interviewed to determine their interests and levels of experience.
- All library volunteers are subject to criminal background checks.
- Volunteers who are selected to serve the Maggie Osgood Library will complete a training period in library policies and procedures.

Volunteer expectations

- Arrive to work on time and ready to work.
- Give ample notice and call immediately if unable to work at their assigned time.
- Dress appropriately. Denim is allowed if clean, free of rips, and is not baggy or too tight.
- Report to their supervisor or Library Director upon arrival for work.
- Keep track of their hours by signing in and out each day.
- Wear their volunteer badge at all times. No exceptions.
- Be courteous to patrons and staff at all times.
- Immediately notify their supervisor or the Library Director of any problem situations or customer complaints.
- Use the telephones only for business calls.
- Use the library's public computers only for assisting patrons.
- Commit to a minimum of 8 hours of service per month.
- Volunteers are limited to one 4-hour shift at a time.

Physical abilities

Must be able to function indoors in an office and/or library desk environment engaged in work primarily of a sedentary to moderately active nature. Requires hearing and speech ability for ordinary conversation. Requires sufficient manual and/or finger dexterity to type/keyboard and otherwise operate microcomputers and other office equipment. Requires ambulatory ability to sit, walk, to move about office environs, and to lift and carry light to medium weight materials on an intermittent basis. Requested reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

Working conditions

Work is performed indoors with minimal exposure to health and safety hazards.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Approve "Agreement amendment #1" with Lane Council of Governments and authorize the City Administrator to sign. – Discussion/ Action

Justification or background:

Our 5/1/22 agreement with LCOG for technology services expired on 12/31/22. The LCOG IT staff are still working on a few issues, and we still have remaining budget under the original agreement. For that reason, LCOG is requesting that we amend the agreement to extend it through 6/30/23. The agreement amendment in your packet does just that.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Agreement amendment #1

Meeting date:	02/07/2023
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AGREEMENT AMENDMENT #1 INTERGOVERNMENTAL AGREEMENT

WHEREAS Lane Council of Governments, hereinafter referred to as LCOG and City of Lowell hereinafter referred to as Agency entered into an Agreement on 5/1/22 for, Technology Services.

NOW THEREFORE, both parties agree to the following amendments:

Article 1 of the original agreement which reads:

Duration. The agreement term shall take effect on the Effective Date and shall continue in place until December 31st, 2022, or until earlier terminated pursuant to paragraph 4 of this agreement.

Shall be amended to read:

Duration. The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2023, or until earlier terminated pursuant to paragraph 4 of this agreement.

All other terms and conditions of this agreement remain unchanged.

LANE COUNCIL OF GOVERNMENTS

City of Lowell

DocuSigned by:

13BB1805788F478...
By: Brendalee S. Wilson, Executive Director

By: Jeremy Caudle, City Administrator

1/19/2023

Date

Date