

# **BIDDING DOCUMENTS**



**APPLEGATE, OREGON**

## **UPPER PHILLIPS DITCH PIPELINE PROJECT**

# **2024**

Project is funded in part by:  
Oregon Water Resources Department

**BIDDING DOCUMENTS**  
**FOR**  
**APPLEGATE PARTNERSHIP**  
**UPPER PHILLIPS DITCH PIPELINE PROJECT**  
**2024**



EXPIRES 6/30/24

The Applegate Partnership has reviewed these Bidding Documents and approved them for bidding the project.

  
Signature and Title

Executive Director

1/5/2024

Date

**PROJECT FUNDED IN PART BY:** Oregon Water Resources Department

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## Bidding Documents

### **BIDDER'S PACKET (BOUND SEPARATELY)**

#### **BIDDING REQUIREMENTS**

- Advertisement for Bids
- Instructions to Bidders
- Qualifications Statement

#### **CONTRACT DOCUMENTS**

- Agreement
- Contract Forms
- Conditions of the Contract
- General Requirements
- Technical Specifications

#### **DRAWINGS (Bound Separately)**

**ADVERTISEMENT FOR BIDS  
APPLEGATE PARTNERSHIP  
APPLEGATE, OREGON  
UPPER PHILLIPS DITCH PIPELINE PROJECT**

**Applegate Partnership** is requesting Bids for the construction of the following Project:

**UPPER PHILLIPS DITCH PIPELINE PROJECT**

Bids for the construction of the Project will be received at the **JSWCD** located at **Jackson Soil and Water Conservation District, 89 Alder St, Central Point, Oregon 97502**, or by email submission to **Janelle Dunlevy** at [janelle@apwc.info](mailto:janelle@apwc.info) until **January 23, 2024** at **2:00 PM** local time. At that time, the Bids received will be **publicly** opened and read.

The Project includes the following Work:

**Installation of 6,505 feet of 12-inch HDPE and 435 of 16-inch HDPE pipe inside of an existing irrigation ditch, new irrigation turnouts, and all associated appurtenances.**

The Project has a final completion date of June 15<sup>th</sup>, 2024.

The digital Bidding Documents may be downloaded from the Applegate Partnership website at <https://www.applegatepartnership.org/>. The Bidding Documents will be available for download **EOB 1/8/2024** No paper sets will be provided for bidding purposes.

The Issuing Office for the Bidding Documents is:

**Applegate Partnership  
P.O. Box 899  
Jacksonville, Oregon 97530  
541-899-9982, Janelle Dunlevy**

And online at:

Medford Builders Exchange, 701 Jackson Street, Medford, Oregon  
Klamath Builders Exchange, 724 Main Street, Klamath Falls, Oregon

A non-mandatory pre-bid conference will be held at **1:30 pm** local time, on **1/12/2024** at 60 Upper Applegate Rd, Jacksonville, Oregon 97530. Bidders are highly encouraged to attend.

This Project is being funded in part through **Oregon Water Resources Department**.

The Contractor will be subject to the applicable provisions of ORS 279C.800 through ORS 279C.870 (the Oregon Prevailing Wage Law).

Bidder must be licensed in accordance with the Oregon Construction Contractor's Board rules and regulations.

The Owner is an equal opportunity employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses requesting Contract Documents should indicate they are a minority firm at the time they request Contract Documents so they may be listed on the Plan Holders List as a minority.

**This Advertisement is issued by:**

Owner: **Applegate Partnership**

By: **Janelle Dunlevy**

Title: **Executive Director**

Date: **1/8/2024**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## **ARTICLE 1—DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. *Owner — Applegate Partnership*

## **ARTICLE 2—BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) via download from the Applegate Partnership Website as stated in the Advertisement for Bids. See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- Bidder must obtain Bidding Documents via download from the Applegate Partnership Website as stated in the Advertisement for Bids.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Bidders may rely on that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

## **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) such other data as may be necessary to determine the Bidder's qualifications.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.

- D. Subcontractor and Supplier qualification information.
  - E. Investigation of Bidder's qualifications shall be as per ORS Chapter 279C.375.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No plan holder's list will be maintained.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.
- 4.03 Any discrepancies of design Work the Contractor believes do not meet code or will not function as intended shall be reported to the Engineer in writing prior to the Bid.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### *5.01 Site and Other Areas*

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

##### *5.02 Existing Site Conditions*

- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
  - 1. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

##### *5.03 Other Site-related Documents*

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



#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. Bidder must conduct the required Site visit during normal working hours.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

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

#### 5.06 *Other Work at the Site*

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

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Bidder shall submit all questions about the meaning or intent of the Bidding Documents in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Email to Janelle Dunlevy, [janelle@apwc.info](mailto:janelle@apwc.info) no later than seven days prior to the date for opening bids.
- 7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda on the Applegate Partnership Website. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.03 Written Addenda to the Contract Documents which, if issued, shall be uploaded to the website and made digitally available to all prospective Bidders. Written Addenda shall be made digitally available not later than 72 hours prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility for all prospective Bidders to check the website prior to submitting his Bid to verify whether or not any Addenda have been issued for the Project.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 **No bid security is required**

#### **ARTICLE 9—CONTRACT TIMES**

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

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of

material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 10.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Not used
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents and is included in the Bidder's Packet.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 12.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

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

### **ARTICLE 13—BASIS OF BID**

#### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### **13.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

#### **13.03 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by

Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished a section labeled "Bidder's Packet," which includes a copy of the Bid Form, the Bid Bond Form, and other required documents. All documents in the Bidder's Packet shall be printed if not provided in hard copy form. The Bidder's Packet shall be completed in its entirety and submitted to the Owner as the Contractor's Bid.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked sealed package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, Owners name and address, date and time of Bid opening, the name and address of Bidder, Bidder's CCB license number, and must be accompanied by other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to **Paul DeMaggio - Jackson Soil and Water Conservation District, 89 Alder St, Central Point, Oregon 97502.**
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

#### **ARTICLE 16—OPENING OF BIDS**

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

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

A Responsible Bidder is a Bidder who, in the Owner's opinion, meets the standards of responsibility as defined in ORS 279.C.375(3).

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. Such investigation shall be pursuant to ORS Chapter 279C.375.

#### **ARTICLE 19—BONDS AND INSURANCE**

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

#### **ARTICLE 20—SIGNING OF AGREEMENT**

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

#### **ARTICLE 21—ADDITIONAL REQUIREMENTS OF THE BID**

- 21.01 Disclosure of First-Tier Subcontractors
- A. Not required
- 21.02 At least seven days before award of the Contract, the Owner may issue to each Bidder a Notice of Intent to Award in the form set forth in the Contract Documents. Said notice shall state the Bidder to whom Owner intends to award the Contract. Any protest of award must be filed with the Owner within seven (7) days of mailing of the Notice of Intent to Award. Protests shall be filed in writing to the person and place where Bids were received. All protests must be accompanied by sufficient documentation identifying the grounds and evidence on which the protest is based. The Owner will have a minimum of seven days in which to review the protest and supporting information. Owner's decision on the validity of the protest shall be determined final.
- 21.03 Oregon law requires anyone who is engaged for compensation in construction activities to be registered with the State of Oregon Construction Contractors Board in accordance with ORS 701. Registration is required for any individual or business entity which advertises, offers, Bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships,

corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.

21.04 Bidder shall comply with all prevailing wage rates applicable to this Work.

#### **ARTICLE 22—WAGE RATE REQUIREMENTS**

22.01 This Project is subject to the following wage rate requirements as outlined in the Supplementary Conditions, Articles 19 and 20.

A. Oregon Prevailing Wage Rate Law



**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Not required

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency		Expiration

4.02 Not required

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

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**ARTICLE 5—FINANCIAL**

- 5.01 Not required
- 5.01 Surety Information
- 5.02 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 6—INSURANCE**

- 6.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Are providers licensed or authorized to issue policies in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):			

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—CONSTRUCTION EXPERIENCE**

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

7.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

7.03 List all projects currently under contract in Schedule A and provide indicated information.

7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes (or brief summary of qualifications) for those individuals included in

Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

#### **ARTICLE 8—REQUIRED ATTACHMENTS**

- 8.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications (not required)
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements (not required) as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

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

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

# CONTRACT DOCUMENTS



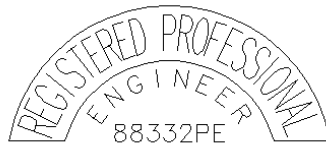
**APPLEGATE, OREGON**

## **UPPER PHILLIPS DITCH PIPELINE PROJECT**

# **2024**

Project is funded in part by:  
Oregon Water Resources Department

**CONTRACT DOCUMENTS**  
**FOR**  
**APPLEGATE PARTNERSHIP**  
**UPPER PHILLIPS DITCH PIPELINE PROJECT**  
**2024**



EXPIRES 6/30/24

The Applegate Partnership has reviewed these Bidding Documents and approved them for bidding the project.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**PROJECT FUNDED IN PART BY:** Oregon Water Resources Department

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

This Agreement is by and between **Applegate Partnership And Watershed Council** (“Owner”) and **[name of contracting entity]** (“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 6,505 feet of 12-inch HDPE and 435 of 16-inch HDPE pipe inside of an existing irrigation ditch, new irrigation turnouts, and all associated appurtenances.**

## ARTICLE 2—THE PROJECT

- 2.01 **THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS:**

**Upper Phillips Ditch Pipeline Project**

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Jackson Soil and Water Conservation District** (“Engineer”) to act as Owner’s representative, the Engineer of Record is the JSWCD District Engineer – Adkins Engineering and Surveying, 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 **Jackson Soil and Water Conservation District**.

## ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete by May 30<sup>th</sup>, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 15<sup>th</sup>, 2024.

#### 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain 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.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for -Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **[\$number]**.

---

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).



All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- 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
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **[\$number]**.
- D. For all Work, at the prices stated in Contractor’s Bid Form, Article 3-Basis of Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
  - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **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 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **6** 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: (not attached but incorporated by reference)
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions. (not attached but incorporated by reference)
  4. Supplementary Conditions. (not attached but incorporated by reference)
  5. Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference )
  6. Drawings (not attached but incorporated by reference)
  7. Addenda (numbers **[number]** to **[number]**, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractors Bid Form Article 3 Basis of Bid**
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice of Intent to Award.
    - b. Notice of Award.

- c. Notice to Proceed.
  - d. Change Orders.
  - e. Contractor's Notice of Substantial Completion.
  - f. Certificate of Substantial Completion.
  - g. Contractor's Completion Certificate.
  - h. Notice of Acceptability.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

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

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

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

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

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

Title: \_\_\_\_\_  
*(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)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

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

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

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Email: \_\_\_\_\_

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.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

**NOTICE OF INTENT TO AWARD CONTRACT  
ORS 279C-410(2)**

TO: **All Bidders for the Project Listed Below**

DATE OF NOTICE: \_\_\_\_\_

PROJECT NAME: **Upper Phillips Ditch Pipeline Project**

NOTICE IS HEREBY GIVEN that the **Jackson Soil and Water Conservation District, Central Point, Oregon** (OWNER) intends to award the above-described Contract to the following apparent low bidder:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Street or P.O. Box)

\_\_\_\_\_  
(City and State)

NOTICE IS FURTHER GIVEN that any protest of the OWNER'S Notice of Intent to Award Contract must be filed with **City of Gold, PO Box 308, Gold Hill, Oregon 97525** (OWNER) on or before seven calendar days from the date of this Notice. Protests must be in writing stating the basis of the protest in detail as provided by Oregon Law and be physically received at the above address on or before said date.

If no protest is filed on or prior to said date, the OWNER will thereafter award the above-described contract to the Bidder named above by issuance of a Notice of Award of Contract to said Bidder.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Jackson Soil and Water Conservation District,  
Central Point, Oregon**

By \_\_\_\_\_  
Janelle Dunlevy  
Executive Director

## NOTICE OF AWARD

Date of Issuance:

Owner: **Applegate Partnership**

Engineer: **Jackson Soil and Water Conservation District**

Project: **Upper Phillips Ditch Pipeline Project**

Contract Name:

Bidder:

Bidder's Address:

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

**Installation of 7,100 feet of 16-inch HDPE pipe inside of an existing irrigation ditch, new irrigation turnouts, and all associated appurtenances.**

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

**One** copy of the unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Performance and Payment Bonds accompanies this Notice of Award.

You must comply with the following conditions precedent within **10 days** of the date of receipt of this Notice of Award:

1. Deliver to Owner **1** counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds attached) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Statutory Public Works Bond: The Contractor and applicable Subcontractors must file a Public Works Bond with the Construction Contractor's Board in accordance with Oregon Laws 2005, Chapter 360, Section 2. Verification that this bond has been filed by the Contractor must be submitted to the Engineer.
4. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

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

Within 20 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Applegate Partnership**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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

**Notice of Acceptance:**

Contractor: \_\_\_\_\_

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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

Copy: Engineer



## PERFORMANCE BOND

<p><b>Contractor</b>  Name: <b>[Full formal name of Contractor]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b>  Name: <b>[Full formal name of Surety]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b>  Name: <b>Applegate Partnership</b>  Mailing address <i>(principal place of business)</i>:  <b>Applegate Partnership</b>  <b>PO Box 899</b>  <b>Jacksonville, OR 97530</b></p>	<p><b>Contract</b>  Description <i>(name and location)</i>:  <b>Applegate Partnership</b>  Upper Phillips Pipeline Project  Jacksonville, OR  Contract Price: <b>[Amount from Contract]</b>  Effective Date of Contract: <b>[Date from Contract]</b></p>
<p><b>Bond</b>  Bond Amount: <b>[Amount]</b>  Date of Bond: <b>[Date]</b>  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>  Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

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

14. Definitions

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

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address (<i>principal place of business</i>):  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b></p> <p>Name: <b>[Full formal name of Surety]</b></p> <p>Address (<i>principal place of business</i>):  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b></p> <p>Name: <b>Applegate Partnership</b></p> <p>Mailing address (<i>principal place of business</i>):  <b>Applegate Partnership          PO Box 899          Jacksonville, OR 97530</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):          Applegate Partnership, Inc.          Upper Phillips Pipeline Project          Jacksonville, OR</p> <p>Contract Price: <b>[Amount, from Contract]</b></p> <p>Effective Date of Contract: <b>[Date, from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>[Amount]</b></p> <p>Date of Bond: <b>[Date]</b></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**



# NOTICE TO PROCEED

Owner: Applegate Partnership Owner's Project No.: \_\_\_\_\_  
Jackson Soil and Water Conservation  
Engineer: District Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Upper Phillips Ditch Pipeline Project  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on the date construction first commences on the Project Site or \_\_\_\_\_, whichever occurs first, pursuant to Paragraph 4.01 of the General Conditions. Date

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

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **150** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **180** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

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

### Project Work Plan

**Safety & Traffic Control Provisions; Equipment; Work Crews; Methods of Performing the Work; Detailed Construction Schedule and Sequencing of Work and Quality Control.**

Owner: Applegate Partnership  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

**Contractor's Application for Payment**

<b>Owner:</b> <u>Applegate Partnership</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Jackson Soil and Water Conservation</u>	<b>Engineer's Project No.:</b> <u>3853-01</u>
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Upper Phillips Pipeline Project</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b> From _____ to _____	

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

**Contractor's Certification**

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

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

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

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

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____







**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner: **Applegate Partnership** Owner's Project No.:  
Engineer: **Jackson Soil and Water Conservation** Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project: **Upper Phillips Ditch Pipeline Project**  
Contract Name:  
Date Issued: Effective Date of Work Change Directive:

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

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

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

**Notes to User—Check one or both of the following**

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

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

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

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Applegate Partnership** Owner's Project No.:  
Engineer: **Jackson Soil and Water Conservation** Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project: **Upper Phillips Ditch Pipeline Project**

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

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

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

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

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

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

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

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

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

**[List attachments such as punch list; other documents]**

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

Engineer

Contractor

By (*signature*): \_\_\_\_\_

By (*signature*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

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

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



**NOTICE OF ACCEPTABILITY OF WORK**

Owner: **Applegate Partnership** Owner’s Project No.:  
**Jackson Soil and Water Conservation**  
Engineer: **District** Engineer’s Project No.:  
Contractor: Contractor’s Project No.:  
Project: **Upper Phillips Ditch Pipeline Project**  
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer	Owner
By (signature): _____	By (signature): _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

# 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, 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.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor two printed copies of the Conformed 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 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

SC-1.01.A.30 Add the following language at the end of the last sentence of Paragraph 1.01.A.30:

*Owner Authorized Representative* or "OAR" is the authorized representative of the Owner.

SC-1.01.A.39 Add the following language at the end of the last sentence of Paragraph 1.01.A.39:

The General Requirements, Technical Specifications, and any Appendices are included under the definition of Specifications.

## 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.
- D. Owner shall review the Performance Bond, Payment Bond, Certificate of Insurance, and supporting documentation for compliance with the Contract Documents. If the bonds or insurance coverage are not in compliance with the requirements of the Contract Documents, OAR shall promptly notify Contractor, and Contractor shall within 7 days secure bonds or insurance coverages that conform to the requirements of the Contract Documents. A Notice to Proceed shall not be issued until the bonds and insurance coverages have been reviewed and approved by Owner on recommendation of OAR.

### 2.02 Copies of Documents

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

- A. Owner shall furnish to Contractor **2** 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.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

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

SC-3.03.B.2 Add the following new Paragraph after Paragraph 3.03.B.1.b:

Where a conflict occurs between or within Specifications and Drawings, the more stringent requirements shall control, unless approved otherwise in writing by the Engineer and concurred by the Owner.

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

SC-4.01.A – Delete the last sentence of paragraph.

#### 4.05 *Delays in Contractor’s Progress*

SC-4.05.C 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. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event.



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

5.06 *Hazardous Environmental Conditions*

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

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.
- B. Not used.

**ARTICLE 6—BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

SC-6.02.N Amend Paragraph 6.02.N by striking out the following text: "10" and inserting the following text: "30"

SC-6.02.N Add the following language at the end of the last sentence of Paragraph 6.02.N:

The Contractor shall, within 20 days after such notification, provide replacement insurance which shall comply with the insurance requirements required by the Contract. Appropriate insurance certification shall be provided to the Owner. The Contractor shall stop Work if full insurance coverage is not in place.

6.03 *Contractor's Insurance*

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

- C. 1. The following shall be identified as additional insured:
- a. Applegate Partnership
  - b. Jackson Soil and Water Conservation District
  - c. Adkins Engineering and Surveying, Inc.
  - d. Jackson County
  - e. BLM
  - f. Property Owners:
    - 1. STEVEN WEAVER
    - 2. MICHAEL CHRISTIAN
    - 3. BUREAU OF LAND MANGEMENT
    - 4. PETER SALANT
    - 5. GARY DAVIS
    - 6. ERIN VOLHEIM
    - 7. ARTHUR DAVID WILLARD
    - 8. HAROLD HOPKINS
    - 9. ERNEST DAVID SWINGLEY
- D. *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).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- E. *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.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a standard Accord 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. Personal injury coverage.
  5. 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.
  6. 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.
- G. *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.

H. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *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.

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

- J. *Umbrella or Excess Liability:* Contractor may 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.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$N/A
General Aggregate	\$N/A

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert "Deleted".

6.05 *Property Losses; Subrogation*

SC-6.05 Delete Paragraph 6.05.A in its entirety and insert "Deleted".

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.02 *Supervision and Superintendence*

SC-7.02.B Add the following language at the end of the last sentence of Paragraph 7.01.B:

The Contractor's superintendent shall be on the Project Site whenever any Work is being performed.

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 4 10-hour days or 5 8-hour days in 1 week.
2. Schedule may only be changed if change is intended to be permanent.
3. All Work will be done during daylight hours.

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

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.05.A – Amend the third sentence of paragraph by deleting the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by deleting "and;" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

**ARTICLE 8—OTHER WORK AT THE SITE**

None

## ARTICLE 9—OWNER’S RESPONSIBILITIES

None

## 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. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed.
  5. *Samples:*
    - a. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - b. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
  6. *Modifications:* Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  7. *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.
8. *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.
9. *Records:*
- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, website locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
10. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Shop Drawing and Sample Submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
11. *Payment Requests:* Review Applications for Payment with Contractor.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the

Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *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**

SC-11.06.A Add the following language to the end of Paragraph 11.06.A:

Work for which the Contractor may claim a price adjustment or extension of time shall require an executed Change Order or Work Change Directive in order to be considered authorized. Work performed by the Contractor without an executed Change Order or Work Change Directive shall constitute acceptance of the Work by the Contractor and shall constitute waiver of any claim for adjustment of the Contract Price or Contract Time as a result of said change.

SC-11.09.B Amend the sentence by deleting "15" and inserting "5".

**ARTICLE 12—CLAIMS**

SC-12.01.B Add the following language at the end of Paragraph 12.01.B:

The Claim shall be in sufficient detail to enable the other party to ascertain the basis and the amount of Claim. As a minimum, the following information must accompany any Claim submitted:



1. A detailed factual statement of the Claim providing all necessary dates, locations, items of Work, price adjustments, Contract Time adjustments, and other relevant and key information.
2. The name of each individual, official, or employee involved in or knowledgeable about the Claim.
3. The specific provisions of the Contract which support the Claim and a statement of the reasons why such provisions support the Claim.
4. If the Claim relates to a decision of the Engineer which the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the claimant shall set out in detail all facts supporting its position relating to the decision of the Engineer.
5. The identification of any documents and the substance of any oral communications that support the Claim.
6. If an adjustment of Contract Time is sought:
  - a. The specific days and dates for which it is sought.
  - b. The specific reasons the claimant believes a time adjustment should be granted.
7. If price adjustment is sought, the exact amount sought shall be outlined in detail.

SC-12.01.C Add the following language at the end of Paragraph 12.01.C:

The Owner may consult the Engineer on the merits of any Claim made by the Contractor.

### **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 Books for Construction Equipment (Blue Book), Volumes 1, 2, and 3, published by Penton Media, Inc., and available from EquipmentWatch (telephone: 1-800-669-3282).

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

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.

SC-13.02.C Delete paragraph in its entirety and insert "Deleted".

#### *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 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.
4. Adjusted unit prices will apply to all units of that item.

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

None

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

15.01 *Progress Payments*

SC-15.01.B.1 Amend the first sentence by replacing "20" with "10 calendar"

SC-15.01.B.4 Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.4 Add the following 2 new Paragraphs immediately after paragraph SC-15.01.B.4:

5. The Engineer will review the summary of Work submitted by the Contractor for which the Contractor is requesting payment. The Engineer will either concur with the Contractor's summary of Work to date or inform the Contractor where the Engineer does not agree with the Contractor's request. In the latter case, the Contractor may make the necessary corrections and resubmit the summary of Work completed to the Engineer.
6. Upon agreement between the Engineer and Contractor on the quantities of Work performed to date, the Engineer will, within 5 days of agreement, prepare the Application for Payment and submit it to the Contractor for Contractor's signature.

SC-15.01.C.6 Add the following to Paragraph 15.01.C.6:

- f. third-party claims filed or evidence indicating probably filing of such claims;
- g. failure of Contractor to make payments properly or promptly to Subcontractors for material, labor, or equipment;
- h. damage to Owner or others; or
- i. failure of Contractor to file certified statements regarding payment of prevailing rates of wage.

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

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

SC-15.01 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.

SC-15.02.A Amend paragraph by deleting the following text: "7 days after".

### 15.03 *Substantial Completion*

SC-15.03.A Amend Paragraph 15.03.A by inserting immediately after "shall notify Owner and Engineer in wiring," with "using the "Contractor's Notice of Substantial Completion" form

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.

SC-15.03.C Delete Paragraph 15.03.C in its entirety and insert the following:

- C. If Engineer considers the Work substantially complete, Engineer will prepare a punch list of items to be completed or corrected before final payment. The Engineer will then confer with the Owner to see if the Owner has any objections as to whether the Project is substantially complete or to the accuracy of the attached punch list. If, after considering any objections the Owner may have, the Engineer concludes that the Work is not substantially complete, Engineer will notify Contractor in writing that the Work is not

substantially complete, stating the reasons therefor. If the Owner has no objections, the Engineer will fix the date of Substantial Completion and execute and deliver to Owner and Contractor the Certificate of Substantial Completion with a punch list of items to be completed or corrected.

SC-15.03.E Add the following language at the end of the paragraph:

When the Work has been completed, the Contractor shall submit to the Engineer the "Contractor's Completion Certificate" form.

#### 15.05 *Final Inspection*

SC-15.05.A Delete Paragraph 15.05.A in its entirety and insert the following:

- A. Upon receipt of the "Contractor's Completion Certificate" 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.

#### 15.08 *Correction Period*

SC-15.08.A Delete Paragraph 15.08.A in its entirety and insert the following:

- A. If within one year after the date the Project is ready for final payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such other adjacent areas;
  2. correct such defective Work;
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

### **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

SC-16.04 Delete Paragraphs 16.04.A and 16.04.B in their entirety and insert the following:

- 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 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate

the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL 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.

## **ARTICLE 18—MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

SC-19 Add Article 19 titled "STATE REQUIREMENTS"

## **ARTICLE 19—STATE REQUIREMENTS**

### *SC-19.01 Conditions Concerning Payment*

- A. In accordance with ORS 279C.505 the Contractor shall:
  - 1. Make payment promptly, as due, to all persons supplying labor or material for the performance of the Work provided for in the Contract in accordance with ORS 279C.570;

2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the Contract;
  3. Not permit any Lien or Claim to be filed or prosecuted against the State or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished;
  4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- B. If the Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or Subcontractor by any person in connection with the Work as the Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract (reference ORS 279C.515).
- C. If the Contractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Owner, the Contractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived (reference ORS 279C.515).
- D. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580 (reference ORS 279C.515).
- E. If the Contractor or a Subcontractor fails, neglects, or refuses to submit complete and appropriate certified payroll forms with the Application for Payment, the Owner shall retain 25 percent of the amount due the Contractor until such forms are submitted (reference ORS 279C.845).

*SC-19.02 Conditions Concerning Hours of Labor (reference ORS 279C.520 and ORS 279C.540)*

- A. The Contractor may not employ a person for more than 10 hours in one day, or 40 hours in one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay for the following:
1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday.
  2. For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday.
  3. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

4. Contractor shall give notice in writing to employees, either at the time of hire or before commencement of Work on the Project or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work (reference ORS 279C.520 and 279C.540).
5. Any worker employed by the Contractor is foreclosed from collecting any overtime pay provided in ORS 279C.540, unless a Claim for overtime pay is filed with the Contractor within 90 days from completion of the Contract (reference ORS 279C.545).

*SC-19.03 Conditions Concerning Medical Care and Worker's Compensation (reference ORS 279C.530)*

- A. The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
- B. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

*SC-19.04 Payment of Prevailing Wage Rates on Public Works Projects*

- A. The Contractor and all Subcontractors employing workers on this public works contract must pay workers not less than the applicable prevailing wage rate for each trade or occupation (reference ORS 279C.838).
- B. Every Contractor and Subcontractor on a covered Project must file certified payroll records with the Owner. Contractors and Subcontractors must complete a certified payroll statement for each week a worker is employed on the public Work Project. These certified payroll statements must be filed once a month, by the fifth business day of the following month, to the Owner (reference ORS 279C.845; OAR 839-025-0010).
- C. Owner Fee - The Owner will pay the required fee to the Prevailing Wage Unit of the Oregon Bureau of Labor and Industries for every contract awarded for a public works project which is regulated under the Prevailing Wage Law (reference ORS 279.800 to 279.870).

*SC-19.05 Contractor's Relations with Subcontractors (Reference ORS 279C.580)*

- A. The Contractor shall include in each subcontract for property or services entered into by the Contractor or first-tier Subcontractor the following:
  1. A payment clause that obligates the Contractor to pay the associated Subcontractor for satisfactory performance under its subcontract within 10 days of receipt of such payment from the Owner or Contractor as applicable.
  2. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the Owner, to pay the associated Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract required above and in accordance with ORS 279C.580. The interest penalty shall be as outlined above and in ORS 279C.515 (2).



3. The Contractor shall verify that the Subcontractor has filed the required payroll and certified statement(s) with the Owner or Owner's representative before the Contractor may pay the Subcontractor any amount owned, or the Contractor shall retain a portion of payment due as required by OAR 839-025-0010.
4. All Contract provisions shall substantially comply with ORS 279C.580.

SC-19.06 *Action on Payment Bonds*

- A. The Contractor shall respond to Claims against applicable payment bonds in accordance with ORS 279C.600 through ORS 279C.625. Such response shall include notification of Owner that a Claim has been filed.

SC-19.09 *Environmental and Natural Resources (reference ORS 279C.525)*

- A. The agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

1. Federal Agencies:

- Department of Agriculture
  - Forest Service
  - Natural Resources Conservation Service
- Department of Commerce
  - National Marine Fisheries Service
- Department of Defense
  - Army Corps of Engineers
- Environmental Protection Agency
- Department of Interior
  - Bureau of Sport Fisheries and Wildlife
  - Bureau of Outdoor Recreation
  - Bureau of Land Management
  - Bureau of Indian Affairs
  - Bureau of Reclamation
  - Fish and Wildlife Service
- Department of Labor
  - Occupational Safety and Health Administration
- Department of Transportation
  - Coast Guard
  - Federal Highway Administration

2. State Agencies:

- Department of Agriculture
- Department of Environmental Quality
- Department of Fish and Wildlife
- Department of Forestry
- Department of Geology and Mineral Industries
- Department of Human Resources
- Department of State Lands
- Department of Transportation

Land Conservation and Development Commission  
Occupational Safety and Health Division  
Soil and Water Conservation Commission  
Water Resources Department

3. Local Agencies:
  - City Council
  - County Court
  - County Road Department
  - Rural Fire Protection District
  - Other Special Districts

#### **ARTICLE 20— MITIGATION MEASURES**

- SC-20.01 In the event an archaeological resource is discovered during project operations, work will cease in that area and the Oregon State Historic Preservation office will be notified regarding the discovery. If human remains are found, the Oregon State Police shall also be contacted.  
Law/Rule: Oregon Administrative Rule (OAR) 340-208
- SC-20.02 The Contractor shall employ fugitive dust control measures, such as spraying water in work areas, applying mulch to disturbed ground, and taking steps to prevent dirt from being transported to pavement, which will be implemented as necessary during and following construction. Oregon Department of Environmental Quality rules outlined in OAR 340-208 will be followed.
- SC-20.03 To mitigate for noise concerns, the Contractor shall conduct construction activities only between the hours of 7:00 a.m. and 6:00 p.m.
- SC-20.04 When handling asbestos cement pipe, the Contractor shall follow the provisions of OAR 340-248, Asbestos Requirements, or American Water Works Association Publication No. M16 "Work Practices for Asbestos Cement Pipe."

## **WAGE REQUIREMENTS**

This is a public works project, therefore, the Contractor must comply with the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870). The Contractor and all subcontractors must pay each worker not less than the applicable state prevailing wage rate.

The current state prevailing wage rates applicable to this Contract are listed in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon as published by the Oregon Bureau of Labor and Industries (BOLI), the edition effective on the date of the first Advertisement for Bids of this Contract, including any amendments and/or and special wage determinations. BOLI publishes prevailing wage rates on January 1 and July 1 of each year. The state prevailing wage rates applicable to this Contract are those published on January 1, 2024. A copy of the state prevailing wage rates can be obtained from BOLI at the website: <http://www.oregon.gov/BOLI> and are hereby adopted as part of this Contract.

The Owner does not guarantee that labor can be procured for the minimum wage rates listed in the appended state and/or federal wage rate publications.

# GENERAL REQUIREMENTS

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## GENERAL REQUIREMENTS

### A. SUMMARY OF WORK

The Work for this Contract involves, but is not limited to, installation of Installation of 6,505 feet of 12-inch HDPE and 435 of 16-inch HDPE pipe inside of an existing irrigation ditch, new irrigation turnouts, and all associated appurtenances, together with all other Work required to complete the Project as shown on the Drawings and specified herein.

### B. ABBREVIATIONS

The following abbreviations of Associations, units of measurement, and miscellaneous items are defined as they may be used in these Contract Documents or on the Drawings. This list may not be all-inclusive.

#### Associations

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
DFPA	Douglas Fir Plywood Association
DIPRA	Ductile Iron Pipe Research Association
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IPC	International Plumbing Code
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute
SSPC	Steel Structures Painting Council

## GENERAL REQUIREMENTS

WWPA Western Wood Products Association

### Codes and Acts

MUTCD Manual on Uniform Traffic Control Devices  
NEC National Electrical Code  
NEPA National Environmental Policy Act  
OAR Oregon Administrative Rules  
SEPA State Environmental Policy Act  
UL Underwriters Laboratories, Inc.

### Federal Agencies

BIA Bureau of Indian Affairs  
BLM Bureau of Land Management  
BOR Bureau of Reclamation  
DOD Department of Defense  
FHWA Federal Highway Administration  
LCDC Land Conservation and Development Commission  
NMFS National Marine Fisheries Service  
NRCS Natural Resources Conservation Service  
OSHA Occupational Safety and Health Administration  
USDA U.S. Department of Agriculture  
USEPA U.S. Environmental Protection Agency  
USFS U.S. Forest Service  
USFWS U.S. Fish and Wildlife Service

### State Agencies

DEQ Oregon Department of Environmental Quality  
DWS Oregon Health Authority - Drinking Water Services  
ODF Oregon Department of Forestry  
ODFW Oregon Department of Fish and Wildlife  
ODOT Oregon Department of Transportation  
OWRD Oregon Water Resources Department

### Units of Measurement and Abbreviation (Partial Listing)

AC Asbestos Cement or Asphalt Concrete  
ACP Asphalt Concrete Pavement  
BST Bituminous Surface Treatment  
C.I. Cast Iron  
CL Centerline  
C.O. Clean Out

## GENERAL REQUIREMENTS

Cl.	Class
cfm	Cubic Feet Per Minute
Conc.	Concrete
Culv.	Culvert
CY, C.Y., or Cu.Yd.	Cubic Yard(s)
DI	Ductile Iron
Dia.	Diameter
Ea.	Each
Elev., EL, or El.	Elevation
Est.	Estimate or Estimated
Extg.	Existing
F	Fahrenheit
F.F.	Finished Floor
FLG	Flange
fps	Feet Per Second
Ft.	Foot or Feet
gpm	Gallons Per Minute
HDPE	High Density Polyethylene
HMAC	Hot-Mix Asphalt Concrete
Hp	Horsepower
I.D.	Inside Diameter
I/I	Infiltration/Inflow
In.	Inch or Inches
Incl.	Including
Inv.El.	Invert Elevation
Irr	Irrigation
L	Liter
Lb.	Pound(s)
L.F. or Lin.Ft.	Linear Foot (Feet)
LS or L.S.	Lump Sum
Max.	Maximum
MH	Manhole
MJ	Mechanical Joint
Min.	Minimum
MPH	Miles Per Hour
N.T.S.	Not to Scale
O.C.	On Center
O.D.	Outside Diameter
PL	Plate
PVC	Polyvinyl Chloride
psi	Pounds Per Square Inch
Q	Flow Rate
R	Radius
REQD.	Required

## GENERAL REQUIREMENTS

RPM	Revolutions Per Minute
R/W	Right-of-Way
S	Sanitary Sewer
SCH	Schedule
SD	Storm Drain
SF, S.F., or Sq.Ft.	Square Foot
Sht.	Sheet
Stl.	Steel
SWL	Static Water Level
SY, S.Y., or Sq.Yd.	Square Yard
TDH	Total Dynamic Head
TM	Test Method
Typ.	Typical
W	Water
WS	Wood Stave

### C. CONSTRUCTION SEQUENCING AND TIMING OF WORK

The proper sequencing and timing of construction of the different elements of the Project are vital in meeting the intent of the Project schedule and continued successful uninterrupted irrigation water to the surrounding users. Riprap erosion control blankets shall be installed at all drainage crossings and the water shall continue across the new construction and successfully flow to the lower drainage ditch. The sequencing efforts shall be carefully and thoroughly coordinated between the Contractor, Engineer, and Owner to ensure that the Project schedule will be met successfully, while minimal disruption of irrigation water is ensured.

The Owner has the primary responsibility for the operation of the irrigation ditch during the construction period. The Contractor shall coordinate all Work that affects the operation of the irrigation ditch with the Owner. The Contractor shall provide and allow the Owner free access to these facilities for operation and shall assist the Owner in the operation of the facilities where necessary. The Contractor shall be responsible for maintaining all Project improvements under the direction of the Owner, until receipt of the Notice of Acceptability of Work.

The construction activities must be sequenced in a carefully coordinated manner. Careful planning must be accomplished to ensure a proper and unbroken transition from the existing ditch to the new HDPE pipe and allow the Owner to continue to provide uninterrupted irrigation water to the surrounding users.

The construction sequence will be at the option of the Contractor, in keeping with good construction practices, time restrictions, continued system operation requirements, and the schedule as outlined herein, all costs of which shall be included in the various bid amounts. The Contractor shall conduct the order of work to allow existing irrigation ditch to remain operational, to the extent possible, during the construction of the Project and shall coordinate all of his activities through the Engineer with the Owner.



## GENERAL REQUIREMENTS

The following summary of the construction sequencing and timing of work elements shall be used as a general guideline for outlining the detailed Project work schedule and plan. The outlined work elements may be completed in a different order than listed herein, including performance of two or more tasks concurrently, provided uninterrupted production, distribution, and storage of water can be maintained.

### CONSTRUCTION SEQUENCING

The mainline pipe and necessary associated components must be installed and operational before June 30th, 2024. Operational includes ability to deliver water from the pipe inlet to the pipe outlet with no leaks and which constitutes a 90% project completion is as follows: Turnout #1 Turnouts #2, #3, and #12 as previously used on open ditch system with ability to deliver water to irrigators. All Turnout Stubs, Valve cans, CMP Housing, Gravel Aprons, Marker Posts. Turnout #4 and #6 partial completion to at least turnout valve. Final backfill All rock lined drainages completed.

Remaining 10% of the project which shall be completed after the above is accomplished and which may be completed before September 30th, 2024 is as follows: Flood control spillway (Drawing C39) Volheim Driveway Culvert (Drawing C31) Tree and Brush Management general cleanup and completion (Drawing C9) Final seeding and mulch on exposed backfill Turnout #4 remaining completion and valved on-field delivery to field. Turnout #6 remaining completion and delivery to Lower Phillips Ditch. Turnout #13 Drain completion and delivery to lower Phillips Ditch. Resurfacing gravel driveways back to previous condition Restoring infrastructure, including fences, to previous condition General Cleanup to restore site back to previous conditions.

### D. PROJECT WORK PLAN

The Contractor shall prepare and submit to the Engineer, prior to the beginning of construction, a Project Work Plan. The Project Work Plan shall detail safety and traffic control provisions, equipment, work crews, methods of performing the Work, detailed construction schedule and sequencing of Work, quality control, and any other pertinent information requested by the Engineer or necessary to properly complete the Work.

### E. PROJECT WORK MEETINGS

The Contractor and/or their superintendent shall meet with the Owner and Engineer on a regular basis to review the progress of the Work, Work schedule, Project concerns, etc., as may be appropriate. The intent of this meeting will be to keep communication channels open and to keep all parties informed as to the status of the Work. Generally, the meeting shall be held every other week; however, it may be scheduled at other times if needed. In addition to these meetings, the Contractor and resident Project Representative shall meet monthly, in a Record Drawing Review meeting, prior to submitting the monthly Application for Payment. This meeting will be used to review Record Drawings being kept on the Project by the Contractor.

## **GENERAL REQUIREMENTS**

### **F. PROJECT SIGNS**

The Contractor shall install construction signs at the beginning and end of the project site in locations visible from Little Applegate Road. The signs shall be installed on acceptable sign supports and shall be installed prior to the beginning of Construction.

### **G. PERMITS**

The Owner has applied for permits from Jackson County to Occupy or Perform Operations upon Public Roads for installation of a pipeline within County Roads right-of-way. The Owner has also consulted with the surrounding property owners for staging areas and access to the irrigation ditch for construction purposes. Other permits applied for are a DEQ 1200-C construction stormwater permit, and a BLM property access permit. Copies of the Permits and conditions will be supplied as they are issued. The Contractor shall comply with all requirements of the permits. The 1200-C Erosion and Sediment Control Plan is attached to the end of these General Conditions.

### **H. ENVIRONMENTAL REQUIREMENTS**

The Contractor shall be responsible for all required erosion control procedures to minimize the impact to the surrounding areas due to construction activities. The Contractor shall use whatever means necessary to control site runoff and minimize erosion including, but not limited to, silt fencing, mulching, erosion control matting, etc. Any violations or fines assessed due to the Contractor's activities shall be borne solely by the Contractor at no cost to the Owner or Engineer.

### **I. MOBILIZATION/DEMOBILIZATION**

1. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to 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, special fees, and for other work and operations which the Contractor must perform or costs the Contractor must incur before beginning Work on the Project.
2. Demobilization shall consist of work and operations including, but not limited to, those necessary for the movement of personnel, equipment, and incidentals from the Project Site, as well as preparation of operation and maintenance (O&M) materials and Record Drawings, Project photos, Project closeout, etc.

### **J. PROJECT SAFETY**

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including excavation safety. The Contractor shall comply with all applicable Laws and Regulations, ordinances, rules, and orders of any public body having jurisdiction as it relates to

## GENERAL REQUIREMENTS

- Project and Work safety. See applicable provisions of the General Conditions, as well as all other provisions of the Contract relative to Project and Work safety.
2. The Contractor shall maintain local access to area residents and emergency traffic throughout the life of the Project and coordinate construction activities closely with area residents to keep them informed of operations that may impact their use of any streets or roadways.
  3. All signs, barricades, barriers, lights, cones, trench boxes, shoring/bracing, and other such "devices" required to warn, protect, or direct the public and workmen during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flagpersons shall also be provided by the Contractor. The determination of what measures are required, in addition to those specifically called for by the Drawings and Specifications, shall be solely the responsibility of the Contractor.
  4. The Engineer, Owner, and County are not responsible for determining whether proper safety precautions, etc., are being utilized. Should the Contractor fail to furnish the necessary protective measures, the Owner or Engineer may, but shall not be required to, bring to the Contractor's attention by written notice of such failure and the Contractor shall undertake such corrective measures as is proper.
  5. All construction Work shall be performed in accordance with the provisions of the Occupational Safety and Health Regulations of the Oregon Occupational Safety and Health Division, and other applicable regulations. It shall be the Contractor's responsibility to meet all requirements of Chapter 437 of the State of Oregon Administrative Rules. In addition, Oregon Revised Statutes (ORS) 757.541 through 757.571 and Oregon Administrative Rules (OAR) 860-024-0006 and 860-024-0007 administered by the Oregon Public Utilities Commission shall apply.
  6. The materials used for and the installation of all warning and traffic control devices shall conform to the applicable provisions of the Oregon Standard Specifications for Construction - 2015 edition, Sections 00220 and 00225, and the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration, current edition.
  7. It shall be the Contractor's sole responsibility to provide a "competent person" as defined in the regulations to be on the Project Site during all trenching operations. The "competent person" appointed by the Contractor shall fulfill all requirements of the regulations.
  8. Prior to opening an excavation, the Contractor shall arrange for field location of utility installations such as sewer, telephone, fuel, electric, gas, water lines, or any other underground installations that reasonably may be expected to be encountered during the excavation work. When excavation operations approach the estimated location of

## GENERAL REQUIREMENTS

underground installations, the Contractor shall determine the exact location of the installations by safe and acceptable means. While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard workers.

9. The Contractor shall ensure that structural ramps that are used by workers as a means of access or egress from an excavation shall be designed by a “competent person”, in accordance with all requirements of the regulations.
10. Workers exposed to public vehicular traffic shall be provided with and shall wear warning vests or other suitable garments marked with, or made of, reflectorized or highly visible material. No worker shall be permitted underneath loads handled by lifting or digging equipment. Workers shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped in accordance with the regulations to provide adequate protection for the operator during loading and unloading operations.
11. The Contractor shall take adequate precautions, in accordance with the regulations, to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions. These precautions include providing proper respiratory protection or ventilation and, when controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, the Contractor shall provide testing as often as necessary to ensure that the atmosphere remains safe. The Contractor shall provide emergency rescue equipment, such as breathing apparatus, safety harness, etc., where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
12. The Contractor shall not allow work in excavations in which there is accumulated water or in excavations where water is accumulating, unless adequate precautions have been taken to protect workers against the hazards posed by water accumulations. The precautions necessary to protect workers adequately vary with each situation, but include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and life line. If the Contractor is controlling water or preventing it from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a “competent” person to ensure proper operation. If excavation work interrupts the natural drainage of surface water, such as streams, then diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation.
13. In situations where the Contractor feels their trench operations pose a risk to the stability of adjoining buildings, walls, or other structures, the Contractor shall notify the Engineer and shall provide adequate support systems per the requirements of the

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regulations. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to workers shall not be permitted except when the Contractor has retained a Registered Professional Engineer and said Registered Professional Engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or said Registered Professional Engineer has approved the determination that such excavation will not pose a hazard to workers.

14. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect workers from the possible collapse of such structures. The Contractor shall provide adequate protection to all persons from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. The Contractor shall also provide protection by placing and keeping excavated materials or equipment at least two feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations or by a combination of both, if necessary.
15. The Contractor shall ensure that daily inspections of excavations, the adjacent areas, and protective systems shall be made by a "competent person" appointed by the Contractor for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the "competent person" prior to the start of Work and as needed throughout the shift. Inspection shall also be made after every rain storm or other hazard increasing occurrence. These inspections are only required when worker exposure can be reasonably anticipated. Where the "competent person" finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, the Contractor shall remove workers from the hazardous area until the necessary precautions have been taken to ensure their safety.
16. It shall be the Contractor's responsibility to provide all physical barrier protection at all excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Further, no trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided by the Contractor.
17. The Contractor shall ensure that each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with the regulations.
18. It shall be the Contractor's responsibility to design the sloping and benching systems for trench excavation in accordance with the requirements of the regulations stated herein. Where the Contractor takes the option to not utilize one of the standard tables or trench excavation designs contained in OAR Chapter 437, then it is the Contractor's responsibility to retain a Registered Professional Engineer to design said sloping and

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benching system. When the Contractor chooses this option, the design shall be in written form and shall include at least the following information:

- a. The magnitude of the slopes that were determined to be safe for the particular Project.
  - b. The configurations that would determine to be safe for the particular Project.
  - c. The stamp and signature of the Registered Professional Engineer approving the design.
19. At least one copy of the design shall be maintained at the Job Site while the slope is being constructed. After that time the design need not be at the Job Site, but a copy shall be made available to the Owner upon request.
20. Where the design of a support system, shield system, or other protective system is required, it shall be the Contractor's responsibility to meet all requirements of the regulations. It shall be the Contractor's responsibility to have on site at least one copy of the manufacturer's tabulated data which identifies the Registered Professional Engineer who approved the data or, when a support system or shield system or other protective system is not a standard manufactured item but is designed by a Registered Professional Engineer, at least one copy of the design shall be maintained at the Job Site during construction of the protective system. After that time, the design may be stored off the Job Site, but a copy of the design shall be made available upon request.

### K. SHOP DRAWINGS

1. The Contractor shall submit Shop Drawings or manufacturer's data sheets in accordance with the Schedule of Shop Drawings and Sample submittals. It should be noted that the Engineer may require Shop Drawings for other items as may be deemed necessary. The Contractor should review the requirements for Shop Drawings in Section 7.16 of the General Conditions. A minimum of five paper copies of each item shall be submitted, unless approved otherwise by the Engineer.
2. All submittals or resubmittals shall be accompanied by and furnished in accordance with the "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance" form provided at the end of these General Requirements. All submittals shall be submitted at a time sufficiently early to allow review of same by the Engineer and to accommodate the rate of construction progress required under this Contract.
3. The Engineer will return two prints of each Shop Drawing to the Contractor, with comments noted thereon, within 15 calendar days following their receipt at the Engineer's office. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review. The Contractor shall direct specific attention in

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writing to revisions other than the corrections called for by the Engineer on previous submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of the Drawing. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submission.

- a. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.
  - b. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS, PROVIDED THE FOLLOWING CONDITIONS ARE MET," formal revision and resubmittal of said Shop Drawings will not be required.
  - c. If Shop Drawings are returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.
  - d. If Shop Drawings are returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said Shop Drawings and shall resubmit five copies of said revised Shop Drawings to the Engineer.
  - e. If Shop Drawings are returned to the Contractor marked "REJECTED," the Contractor shall revise said Shop Drawings and resubmit five copies of said revised Shop Drawings to the Engineer.
  - f. If Shop Drawings are returned to the Contractor marked "SUBMIT SPECIFIED ITEM," the Contractor shall submit material requested but shall not be required to resubmit all previous material.
4. For each resubmittal necessary, an additional 15 calendar days shall be allowed for review. The Contractor shall include copies of all approved submittal information in the Contractor's Record Drawings and O&M Manual. A copy of each Shop Drawing and Sample shall also be kept in good order by the Contractor at the job Site and shall be available to the Engineer.

Shop Drawings requirements shall include but are not limited to:

- a. Pipes, pipe supports, etc.
- b. Fittings, couplings, valves, actuators, fire hydrants, etc.
- c. Plumbing materials (pipes, fittings, drains, grates, etc.)
- d. Aggregate materials (base rock, etc.)
- e. Concrete mix design and reinforcing steel

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- f. Controlled density fill mix design
- g. Valve cans/boxes
- h. Precast structures, manholes and lids
- i. Steel grates
- j. Marker posts and pressure treated boards
- k. Hoses
- l. Erosion Control Devices

### L. QUALITY CONTROL

1. The Contractor shall be responsible for providing their own construction monitoring and quality control program. The Contractor shall provide and maintain a quality control program that will ensure the quality of the Work and materials incorporated into the Project. The Contractor shall also perform all tests required by Laws and Regulations, ordinances, and orders of public authorities. The Contractor shall provide appropriate quality control personnel and testing facilities and certified testing personnel to perform the Work. A written quality control program shall be provided to the Engineer for their review prior to any Work being performed. The plan shall describe testing facilities, qualifications of quality control and testing personnel, testing frequency, and reporting schedule. Copies of all test results shall be provided to the Engineer for their review as soon as the test has been performed. This includes copies of daily worksheets. Materials, equipment, or Work which fails to meet the Contract requirements shall not be used in the Work.
2. The Engineer and their representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to review all Work, materials, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any review or testing thereof. The Contractor shall notify testing personnel, including testing personnel provided by the Owner or Engineer, at least 24 hours in advance of operations to allow for personnel assignments and test scheduling. All materials to be tested shall be provided by the Contractor at their expense. After tests are completed, the Contractor shall be responsible for repairing test areas to match original conditions. The Contractor shall pay for all additional reviews and retesting required because of defective Work or ill-timed notices.
3. The Contractor shall submit Samples of the material to be utilized on the Project to the Engineer for their review. The Engineer or their representative may take additional Samples and provide check tests on material being incorporated into the Work to verify compliance with the requirements of the Contract Documents. Materials or



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workmanship found to be outside of the specification limits shall be replaced with suitable material at no expense to the Owner.

4. Tests or reviews by the Engineer or others shall not relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract Documents and does not make the Engineer, or others, an insurer of the Contractor's Work.
5. When tests are required, the technician or technicians performing any testing shall possess valid Western Alliance for Quality Transportation Construction (WAQTC) recognized certifications, Oregon Department of Transportation (ODOT) recognized certifications, or American Concrete Institute (ACI) recognized certifications in the following disciplines:
  - Aggregate Testing Technician (AgTT)
  - Asphalt Testing Technician (AsTT)
  - Concrete Testing Technician (CTT)
  - Embankment and Base Testing Technician (EBTT)
  - Density Testing Technician (DTT)
  - ACI Concrete Strength Testing Technician (CSTT)
  - ACI Concrete Field Testing Technician (CTT)
  - Certified Aggregate Technician (CAgT) (WAQTC = AgTT)
  - Certified Embankment and Base Technician (CEBT) (WAQTC = EBTT)
  - Certified Density Technician (CDT) (WAQTC = DTT)
  - Certified Asphalt Technician I (CAT-I) (WAQTC = AsTT)
  - Certified Asphalt Technician II (CAT-II)
  - Certified Mix Design Technician (CMDT)
  - Quality Control Technician (QCT)
  - Concrete Control Technician (CCT)
  - Concrete Strength Technician (CST)
  - Concrete Laboratory Testing Technician (CLTT)

Following are the minimum required tests and testing frequency that shall be included in the Contractor's quality control program for the materials listed. See the Technical Specifications for other testing and quality control requirements. If the Contractor fails to provide all or any part of the required quality control testing and corresponding reports for the Project after the Engineer has requested him to do so in writing, the Owner may elect to have the quality control work performed by others and withhold the actual cost of quality work plus \$100 for each test performed from payments owed the Contractor on the Project.

- a. Trench Backfill Materials

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A minimum of one ASTM D 1557 laboratory density test will be performed for each testable material used as trench backfill, providing the maximum theoretical density and optimum moisture content of the material. A minimum of one nuclear gauge density test (ASTM D 6938) will be performed every 500 feet along the trench line on each lift of material to show required density is being achieved. Once an acceptable compaction method is established and verified with field density tests, the testing interval can be reduced to 1,000 feet along the trench line. If backfill material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 500-foot intervals until a new compaction method is verified.

b. Earthwork

A minimum of one AASHTO T 180 laboratory density test will be performed for each testable material used as embankment material, providing the maximum theoretical density and optimum moisture content of the material can be determined. A minimum of one nuclear gauge density test (ASTM D 6938) will be performed every 800 square yards on each lift of material to show required density is being achieved. Once an acceptable compaction method is established and verified with field density tests, the testing interval can be reduced to one test each 1,600 square yards on each lift. If backfill material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 800 square yard intervals until a new compaction method is verified.

c. Base Rock

1) Compliance of base rock delivered to the Project Site will be determined by the following:

Gradation	AASHTO T 27	One test every 1,000 tons (three tests minimum)
Fracture Face	WAQTC TM-1	One test every 3,000 tons (three tests minimum)
Sand Equivalent	AASHTO T 176	One test every 3,000 tons (three tests minimum)

2) A minimum of one AASHTO T 180 laboratory density test will be performed on base rock material, providing the maximum theoretical density and optimum moisture content of the material can be determined. A minimum of one nuclear gauge density test (ASTM D 6938 or WAQTC TM-7) will be performed every 800 square yards on each lift of base rock to show required density is being achieved. Once an acceptable

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compaction method is established and verified with field density tests, the testing interval can be reduced to one test each 1,600 square yards on each lift. If base rock material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 800 square yard intervals until a new compaction method is verified.

d. Hot-Mix Asphalt Concrete (HMAC) Pavement

1) Compliance of HMAC aggregates produced and stockpiled before the Award Date or Notice to Proceed of this Contract will be determined by the following:

- a) Provide all production records for testing that was performed during production.
- b) If production records are not available, provide post testing of the stockpile per AASHTO T 2 as follows:

Gradation	AASHTO T 27	One test every 1,000 tons in stockpile (three tests minimum)
Sand Equivalent	AASHTO T 176	One test every 3,000 tons in stockpile (three tests minimum)
Fracture Face	WAQTC TM-1	One test every 3,000 tons in stockpile (three tests minimum)
Wood Particles	ODOT TM T-225	One test every 3,000 tons in stockpile (three tests minimum)
Elongated Pieces	ODOT TM T-229	One test every 3,000 tons in stockpile (three tests minimum)
Dust or Clay Coating	ODOT TM T-226	One test every 3,000 tons in stockpile (three tests minimum)

2) Quality control testing of hot-mix asphalt concrete pavement mixture required during placement is as follows:

Asphalt Content	AASHTO T 308	One test every 1,000 tons, one test per day minimum
Gradation	(Residual Agg. From AASHTO T 308)	One test every 1,000 tons, one test per day minimum
Maximum Specific Gravity	AASHTO T 209	One test every 1,000 tons, one test per day minimum
Compaction	WAQTC TM-8	5 tests every 1,000 tons

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Percent Hydrated Lime    ODOT TM T-321    One test every 1,000 tons

Asphalt content, gradation, and maximum specific gravity testing will be performed at the start of production to verify the hot-mix asphalt mix design.

e.    **Portland Cement Concrete (PCC)**

Aggregate testing is required to be completed with the mix design. Should additional testing of aggregate for PCC be deemed necessary by the Engineer, testing shall be performed by the Contractor as specified by ASTM C 33. Samples shall be selected at random from the stockpile and tested for conformance with the Specifications. The decision to perform aggregate testing and testing frequencies shall be left to the Engineer.

Quality control testing of PCC during and following placement is as follows:

Air Content	AASHTO T 152	One test per each truck
Slump	AASHTO T 119	One test per each truck
Concrete Temperature	AASHTO T 309 ASTM C 1064	One test per each set of cylinders
Strength	AASHTO T 22, AASHTO T 23, ASTM C 31, AND ASTM C 39	One set of three cylinders per 25 cubic yards (minimum one set per day)

### **M.    REVIEW OF WORK**

It is not the intent of the Owner or Engineer to provide continuous or full-time observation of all Work. When required by the Engineer, the Contractor shall provide the Engineer a daily report of their Work progress and proposed Work schedule for the next two days. This daily communication shall be a requirement of the Contract.

### **N.    REQUEST FOR INTERPRETATION (RFI)**

The Contractor may request information or seek clarification concerning the Work from the Engineer utilizing the "Request for Interpretation" form in the Contract Forms section of the Contract Documents. The Engineer will provide a written response to the RFI utilizing the form within 10 days of receipt of the RFI. If a change in the Contract requirements is necessary, the procedures in Article 11 of the General Conditions shall be followed.

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### O. COOPERATION WITH OTHERS

The Contractor shall cooperate with the residents and business owners in the area to provide good access to private property whenever possible. Sidewalks shall be kept clear at all times of any construction materials. Barricades, traffic cones, blinkers, and signing shall be used to direct the public through the Work area safely.

### P. CONSTRUCTION STAKING

1. The Contractor shall carefully preserve benchmarks, reference points and stakes set by others. In the case of willful or careless destruction by the Contractor, the Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes or liability that may be caused by the loss or disturbance.
2. Any additional staking requested by the Contractor, replacement of stakes or hubs lost or disturbed by the Contractor, or due to vandalism or other reasons, or re-staking required because of improper construction will be done by the Engineer at the Contractor's expense or by a licensed professional land surveyor hired by the Contractor. The Engineer requires two business days' notice (excluding weekends and holidays) prior to the time the staking is required. The Contractor shall secure the Work area and protect all construction staking.
3. The Engineer will provide the following construction staking. All other staking required to construct the Project shall be provided by the Contractor.

- a. Irrigation Pipe

The Engineer shall provide stakes for turnouts, air vents and project control.

### Q. EXISTING SURVEY MONUMENTATION

1. The Contractor shall be responsible for the protection and perpetuation of existing land survey, property, or construction monuments shown on the Drawings, which are marked or are clearly visible on the ground.
2. The Contractor shall give the Engineer a minimum of 48 hours' notice prior to working in the vicinity of any such monument that the Contractor may disturb so the Owner can arrange for such monuments to be referenced. When proper notice is provided, the Owner shall have any disturbed monuments restored following construction. Should the Contractor fail to provide adequate notice to the Engineer, the Contractor shall be responsible for the expense of having the disturbed monument restored by a qualified surveyor.

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### R. EXISTING UTILITIES

1. See applicable provisions of the General Conditions, as well as all other provisions of the Contract relative to Existing Utilities. The following utilities may be affected by the Contractor's Work:
  - a. Power  
Pacificorp  
36 Greenmoor Drive  
Eagle Point, Oregon 97524  
Telephone No.: (800) 469-3981
  - b. Telephone  
CenturyLink  
1245 N Riverside Avenue  
Medford, Oregon 97501  
Contact Person:  
Telephone No.: (541) 249-9200
2. Known utilities and structures expected to be adjacent to or encountered in the Work are shown on the Drawings. Information on existing utilities may be provided by others and existing records may not be complete or accurate. It is expected there may be discrepancies and omissions in the location, size, and quantities of utilities and structures shown. Those shown are for convenience of the Contractor only, and no responsibility is assumed by either the Owner or Engineer for their accuracy. The Contractor shall work closely with the owner of any utilities or structures affected by the Work to avoid any damage.
3. The Contractor shall be responsible for the actual locating and protecting of existing utilities. The Contractor, prior to commencement of Work, shall contact existing Utility Companies such as water, sewer, power, telephone, gas, etc., to have the Utility Companies locate all utilities which will be affected by the Work to be performed. The Contractor shall give 48-hour notification in accordance with ORS 757-541. The "call before you dig" number is 811 or 1-800-332-2344. The Contractor shall perform all necessary coordination work with the Utility Companies in performing the Work and shall be fully responsible for any damage to existing utilities caused by the Contractor's operations. The Contractor shall make any advance exploration necessary to protect all existing utilities and to properly plan the installation of pipelines or other work to the design line and grade. No payment shall be made for this work for up to two hours of advanced backhoe excavation work necessary to locate each existing utility at each specific site. The Work shall include all labor, equipment, etc., necessary to perform the location work. These costs shall be understood to be included in the Contract Prices. Should the Contractor be unable to locate the existing utility after its location has been marked by the appropriate utility company and diligent effort made by the Contractor

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- to locate the utility including up to two hours of backhoe excavation work for each utility at each location site, the Contractor may be entitled to additional compensation as outlined hereafter. When prior notice has been given to the Engineer and the Engineer gives approval, the Contractor shall be paid for all additional backhoe excavation work required to locate the utility on an hourly basis under the bid item "Additional Potholing" when listed in the Bid Schedule or through an approved Change Order. Any additional potholing work performed by the Contractor without prior written approval of the Engineer will not be paid for.
4. If a conflict develops between the design line and grade of a pipeline or Project improvement and an existing utility, the Engineer may adjust the pipeline grade or have the existing utility relocated. The existing utility may be relocated by the owner of the utility or its designated representative or by the Contractor upon the approval of the utility owner and the Engineer. The Contractor shall perform all relocation work required by the Engineer. If the Contractor performs the relocation work, a Change Order shall be negotiated prior to any actual work unless payment for the work is specified otherwise.
  5. The owner of the utilities shall normally be responsible for taking the utility out of service if necessary for the performance of the Work; i.e., shutting valves, etc. In the case of water valves, the owner of the water system may operate the valves or request the Contractor to do so. When the Contractor is requested to do so, the Contractor shall operate water valves as a normal part of the Work at no additional cost to the Owner. All water valves shall be operated as instructed by the owner of the valves. It can be expected that some valves may not fully operate properly which may require that additional valves be operated. This situation shall be considered a normal requirement of the Work.
  6. The Contractor shall receive prior approval from the appropriate authority or utility owner before any public or private utility service is interrupted.
    - a. The Contractor shall give a minimum of four hours' notice to all utility customers who will be affected by the Contractor's operations. No utility service shall be disconnected or interrupted for more than nine hours or as required by the utility owner, whichever is less, in any 24-hour period. When disruption of service will be longer than nine hours in any one day, the Contractor shall provide safe and appropriate temporary service. All temporary service shall be coordinated with the utility owner.
    - b. When regular utility service interruption is required during the course of the Work, the Contractor shall submit a written plan to the Engineer and utility owner which details proposed Work plan notification procedures, and estimated extent of service interruption. The Contractor must obtain written approval of their plan from the utility owner prior to interrupting the utility service. As a minimum, notification shall include door hangers and public notification in the

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newspaper and radio, as appropriate. Personal contact shall be made where practical.

- c. The Contractor shall make every effort possible to provide continuous utility service to all utility customers. When special conditions exist where an interruption of utility service would create an extra hardship on the utility customer or create a hazardous condition, the Contractor shall provide continuous service. Particular care and planning must be arranged to provide continuous service of existing services or temporary services as approved by the utility owner and the Engineer.
  - d. If the Contractor inadvertently damages or interrupts an existing utility, the Contractor shall immediately notify the affected utility company, Owner, Engineer, and utility users and make arrangements to provide temporary service to the parties affected.
  - e. The Contractor shall, as requested by the Engineer, either immediately arrange for the utility company to make the needed repairs or immediately make the repair to the damaged utility.
  - f. The Contractor shall pay the full cost of repair and damages when the utility was previously located and was within four feet on either side of the marked location as required by the Call Before You Dig notification system, or where negligence of the Contractor occurred.
  - g. The Contractor will be paid for the cost of repair and damages when existing utilities encountered during the performance of the Work were not previously located by the utility as required by the Call Before You Dig notification system, where existing utilities were farther than four feet away on either side of the marked location, and where damage to the utilities occurred due to no negligence of the Contractor.
  - h. If the Contractor fails to make immediate repairs and provide service as required, the Owner may have said Work performed by others and deduct the cost of said Work from payment to the Contractor.
7. The Contractor shall support and otherwise protect all pipes, conduits, cables, poles, and other existing services where they cross the trench or are otherwise undermined or affected by their Work. The Contractor shall restore the support of an undermined existing utility using select backfill compacted to 85 percent maximum density as determined by ASTM D 698, as applicable.

## S. TEMPORARY FACILITIES

1. General



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Temporary facilities required for this work may include, but are not necessarily limited to:

- a. Temporary utilities such as electricity and telephone.
- b. Field offices and sheds.
- c. Enclosures such as tarpaulins, barricades, and canopies.
- d. Sanitary facilities.
- e. Equipment and materials storage facilities.

### 2. Utilities

#### a. Temporary Electricity

- 1) The Contractor shall provide and pay all costs for electricity required for the performance of the work.
- 2) The Contractor shall furnish and install all temporary wiring and associated equipment required.
- 3) Area power distribution boxes shall be furnished, installed, and so located that the individual trades may use their own construction-type extension cords to obtain proper power and artificial lighting at all points where required.

#### b. Temporary Piping

The Contractor shall furnish and install temporary piping and, upon completion of the work, remove such temporary piping as required.

#### c. Storm Drain

Do not block ditch flow without providing by-pass pumping.

#### d. Water

The Contractor shall be responsible for providing water necessary for construction.

The Contractor shall make all arrangements for and furnish water as required for proper compaction of embankments, trenches, and dust control.

#### e. Sanitary Facilities

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The Contractor shall furnish and install required temporary buildings with sanitary toilets for use by personnel. Facilities shall be maintained in a clean and sanitary manner at all times. The Contractor shall comply with the requirements of public agencies having jurisdiction in such matters.

### 3. Removal

All temporary facilities and controls shall be maintained as long as required for the safe and proper completion of the work. The Contractor shall remove such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

## T. UTILITIES COST DURING CONSTRUCTION

The Contractor shall pay all utility bills, i.e., power, phone, gas, etc., that are associated with the Work until the Work has been accepted by the Owner or the Work is placed into service by the Owner. When only a portion of the Work is placed into service, the Owner will be responsible only for the utility bills for the utilities being used by the Owner. The Contractor shall be responsible for all temporary meters and service connections.

## U. PROGRESS OF THE WORK - CLEANUP

1. The Contractor shall arrange their work schedule such that all phases of Work, once started, shall be diligently pursued until completed. The intent is that the work area shall not be disturbed for undue periods of time. Work shall not be left uncompleted. If the Engineer determines that Work is not being diligently completed, the Engineer shall request the Contractor to complete said Work.
2. Cleaning up shall be a continuing process from the start of the Work to final acceptance of the Project. The Contractor shall, at all times, at their own expense and without further order, keep property on which Work is in progress free from accumulations of waste material or rubbish caused by employees or by the Work, and at all times during the construction period shall maintain structure sites, rights-of-way, easements, adjacent property, and the surfaces of streets and roads on which Work is being done in a safe condition for the Contractor's workers and the public.
  - a. Accumulations of waste materials that might constitute a fire hazard will not be permitted.
  - b. Spillage from the Contractor's hauling vehicles on traveled public or private roads shall be promptly cleaned up. The Contractor shall take appropriate action to control dust caused by their operations. This shall include, but not be limited to, watering of exposed areas, cleaning of roadways, etc. This is considered a normal part of the construction Project.

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- c. Upon completion of the Work, the Contractor shall, at their own expense, remove all temporary structures, rubbish, waste material, equipment, and supplies resulting from their operations. They shall leave such lands in a neat and orderly condition that is at least as good as the condition in which they found them prior to their operations.
  - d. Should the Contractor fail to provide said cleanup upon 24-hour written notice, the Owner shall have the right to perform such Work at the expense of the Contractor and withhold the cost from the Contractor's payments.
3. The Contractor shall replace or restore, equivalent to their original condition, all surfaces or existing facilities disturbed by their Work, whether within or outside of the Work areas. Restoration work will include, but is not limited to, roadways, utilities, structures, landscaping, etc.

### V. EXISTING EQUIPMENT REMOVAL AND SALVAGE

Existing equipment or materials removed by the Contractor during the course of the Work, which the Owner requests to be salvaged, shall remain the property of the Owner. The equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location directed by the Engineer. Equipment or materials not to be salvaged as requested by the Owner shall be salvaged or recycled by the Contractor in accordance with ORS 279C.510(1) if feasible and cost effective.

### W. PARTIAL UTILIZATION OF PROJECT COMPONENTS

1. The following listed Project Work elements may be placed into service and utilized by the Owner prior to Substantial Completion of the Project and will not have an early Substantial Completion.
  - a. None.
2. The following Work elements may be placed into service and utilized by the Owner and will have an early Substantial Completion date for the designated Work.
  - a. None.

### X. STARTUP AND TRAINING

It shall be the Contractor's responsibility to install all system components in accordance with the manufacturer's recommendations. All equipment shall be lubricated and adjusted as components prior to testing the system as a whole. The Contractor shall arrange with the Engineer to witness a test of the system and equipment after installation is completed. The Contractor shall provide the services of manufacturers' representatives to assist with the

## GENERAL REQUIREMENTS

startup of major components and to provide training to the Owner's personnel. These tests shall demonstrate the complete facility operates in accordance with the Drawings and Specifications and the required functions. It is anticipated that minor adjustments may occur after the system has been started up. The Contractor shall make adjustments and correct deficiencies as required so the system can be kept in operation once it is placed into service. These adjustments, etc., shall be completed before final acceptance. The Contractor shall pay all costs associated with manufacturer's representatives and startup work.

As part of this Work, the Contractor shall provide startup training to the Owner and Engineer in sufficient detail so the Owner and Engineer are fully familiar with the proper operation and maintenance of Project components and systems. The startup training shall occur after the construction Work is complete and properly functioning.

### Y. RECORD DRAWINGS

1. The Contractor shall maintain on the Job Site an up-to-date, complete, and accurate set of Record Drawings. These Drawings shall include all Work performed by the Contractor and shall note any changes or deviations made from the details shown on the Construction Drawings. Such deviations would include, but not be limited to, dimensional changes, location, grade changes, elevation changes, material type, configuration, etc. All changes shall be neatly and accurately shown on the Record Drawings. The Record Drawings shall also include all required job photos. The Engineer will provide one full-size set of prints for use by the Contractor in preparing the Record Drawings.
2. The Contractor shall provide ties to all turnouts and above-ground reference point such as a valve, manhole, etc. Swing tie measurements shall be from some permanent reference point, i.e., house corner, fire hydrant, power pole, etc. All ties shall be provided in such a way that the buried service line can be accurately located after construction Work is complete. All buried improvements shall be described in detail including location, type, size, depth, brand name, model numbers, etc. Buried improvements shall include valves, fittings, repair clamps, connections to existing lines, etc. All offsets shall be appropriately noted on the Drawings.
3. A clear color digital photo of no less than 8 megapixel resolution shall be taken of each improvement that will be permanently buried on the Project, such as connections to existing lines, fittings, repairs, valve configurations, etc. These photos shall become a part of the Project Record Drawings. The intent is that the Contractor shall provide good photo documentation of underground improvements that can be used in future years for maintenance or service of the buried improvement. Failure on the part of the Contractor to properly document these improvements will result in deductions described in this section. A scale, survey rod, or similar reference device shall be included in the photo to provide a size reference when appropriate. Only digital photos will be allowed. Digital photos are to be used so the quality of the photo can be verified prior to the covering of the underground improvement. If an acceptable photo is not

## GENERAL REQUIREMENTS

- obtained with the first photograph, the Contractor shall take additional photos until an acceptable quality photo(s) has been obtained. A system shall be set up linking the photo with a log describing the date the photo was taken, the location of the photo, applicable Drawing sheet references, plus any appropriate information relative to what is being shown. The photo shall clearly document the underground improvement being shown, such as size of pipe fittings, etc. All details shall be clearly observable. The Contractor shall print and clearly index in a three-ring loose-leaf notebook all of the required job photos with all labels and information required for each photo next to the appropriate photo. Two color copies of the notebook shall be provided in addition to the original color photo notebook.
4. The Contractor shall also note the locations, types, size, depth, etc., of any existing utilities encountered during the performance of the Work. The Record Drawings shall be available for inspection during the Project by the Owner and Engineer. The Contractor shall keep the Record Drawings current each day to avoid loss of critical or important information.
  5. Prior to submitting the monthly Application for Payment, the Contractor shall meet with the Project Representative to review, in detail, the Record Drawings and job photos prepared by the Contractor for the Project. The Contractor shall demonstrate to the Project Representative that current, up to date, accurate, and complete Record Drawings have been prepared for the Work performed to date. The Contractor and Project Representative shall compare Record Drawing information being kept by each to be sure there is consistency in the information being collected. Monthly Application for Payment requests will not be approved or processed until this meeting is held and the Contractor demonstrates that acceptable Record Drawings have been prepared by the Contractor. The Contractor shall also certify, by signing the Application for Payment, that their Record Drawings and job photos are up to date, accurate, and complete.
  6. Prior to the Contractor submitting the Contractor's Notice of Substantial Completion, the Contractor shall give the Record Drawings and photographs to the Engineer.
  7. It is intended that the record drawings be complete and detailed. examples of acceptable record drawings are available for inspection at the engineer's office. considerable effort shall be expended in preparing the record drawings.

### Z. OPERATION AND MAINTENANCE (O&M) MANUAL

1. Four copies of an O&M Manual shall be submitted to the Engineer prior to the Contractor submitting the Contractor's Notice of Substantial Completion. The material shall be bound in three-ring loose-leaf notebooks with the Project name, Owner's name, Engineer's name, and Contractor's name printed on the cover. The books shall include labels on the spines for easy identification without the need to remove from shelf. Separate books from different equipment suppliers and material suppliers will not be acceptable. The material shall also be clearly indexed and grouped by the various

## GENERAL REQUIREMENTS

- systems in the Project. This data shall be supplied for all materials, equipment, and devices and components which will require maintenance, replacement of parts, and knowledge of operation. The information furnished shall pertain specifically to the materials and equipment furnished. Manufacturers' O&M manuals that deal with more than one product line shall have the non-relevant information crossed or blocked out. Also, in addition to the four bound copies due prior to final completion of the Project, the Contractor shall furnish one copy of O&M material to the Engineer for all major equipment when it arrives on the Job Site. The Contractor shall furnish a complete listing of all equipment supplied and each respective Supplier's name, address, and telephone number. The O&M data furnished shall include detailed manufacturer's O&M information on each component, function description of operation, a complete parts list, and a separate parts list for parts not readily available.
2. For all electrical systems, in addition to other requirements listed herein, Record Drawing one-line diagrams and wiring diagrams properly labeled shall be submitted. The Contractor shall also furnish the Engineer with copies of the appropriate plan sheets marked up with "Record Drawing" locations of conduits underground, under or in concrete slabs, locations of installed equipment, and the name, address, and phone number of the electrician who installed the system.
  3. For mechanical systems, in addition to other requirements listed herein, where appropriate, lubrication schedules shall be furnished or clearly identified in the manufacturer's O&M Manual.
  4. For painting systems, the Contractor shall provide either fresh labels from paint cans with a list of places used or a written description of the painting systems, locations used and application requirements, and Supplier's name, address, and phone number.
  5. It is intended that the O&M manual be complete and detailed. examples of acceptable O&M manuals are available for inspection at the engineer's office. considerable effort shall be expended in preparing the O&M manual.
  6. Included hereafter is a partial listing of items for which manufacturer's data should be included in the O&M Manual. Information such as manufacturer's name, equipment model number, size, type, instructions for installation, calibration, operation, service and parts, etc., should be indicated for the specific items that have been incorporated into the Project. Non-relevant information shall be crossed or blocked out.
    - a. Pipe - Type and Pressure Rating
    - b. Fittings
    - c. Valves and Valve Actuators
    - d. Valve Boxes
    - e. Couplings
    - f. Standpipe Airvents
    - g. Plumbing Materials

## GENERAL REQUIREMENTS

- h. Manufacturer's Guarantee on Materials Furnished

END OF SECTION

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE					DATE	NO.
SECTION 1 – REQUEST REVIEW OF THE FOLLOWING ITEMS <i>(This section will be initiated by the Contractor)</i>						
TO ENGINEER:		FROM CONTRACTOR:		PROJECT		CHECK ONE: THIS IS A NEW TRANSMITTAL THIS IS A RESUBMITTAL OF TRANSMITTAL
ITEM No.	DESCRIPTION OF ITEM SUBMITTED <i>(Type, size, model number, etc.)</i>	MFR. OR CONTR. CAT. CURVE DRAWING OR BROCHURE NO.	No. OF COPIES	CONTRACT REFERENCE DOCUMENT		COMMENTS
				SPEC. SECTION NO.	DRAWING SHEET NO.	
REMARKS				<p>I certify that the above-submitted items have been reviewed in detail as required by the Contract Documents (see General Conditions 7.16) and have been approved by the Contractor.</p>   <hr style="width: 100%;"/> NAME AND SIGNATURE OF CONTRACTOR		
NOTE: Contractor shall note any variations from requirements of the Contract Documents.						



**PROJECT OWNER**

APPLEGATE PARTNERSHIP AND WATERSHED COUNCIL  
PO Box 899  
JACKSONVILLE, OR 97530  
(541) 899-9982

**PROJECT ENGINEER**

JACKSON SOIL & WATER CONSERVATION DISTRICT  
89 ALDER STREET  
CENTRAL POINT, OR 97502  
(541) 630-0285

**CONTRACT DISTRICT ENGINEER**

ADKINS ENGINEERING AND SURVEYING  
1435 ESPLANADE AVE.  
KLAMATH FALLS, OR 97601  
(541) 884-4666

**PROJECT SITE LOCATION**

PROJECT IS LOCATED SOUTHEAST OF BUNCOM, OREGON  
ALONG LITTLE APPELGATE ROAD.  
LATITUDE = 42.1634 N  
LONGITUDE = 122.9833 W

**ATTENTION EXCAVATORS**

OREGON LAW REQUIRES YOU 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. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

**PERMITEE'S SITE INSPECTOR**

NAME: JON MORITZ, P.E.  
JMORITZ@ADKINSENGINEERING.COM  
ID NO. ECO-3 CESCL-2032010  
COMPANY/AGENCY: ADKINS ENGINEERING & SURVEYING  
PHONE: (541) 884-4666  
FAX: (541) 884-5335

**NARRATIVE SITE DESCRIPTION**

- a. NATURE OF CONSTRUCTION ACTIVITY AND FINAL USE (SECTION 4.4.e):  
CLEARING, GRUBBING, EARTHWORK AND PIPING CONSTRUCTION FOR AN IRRIGATION PIPING PROJECT.
- b. ORIGIN AND NATURE OF FILL MATERIALS AND EXISTING SOILS (4.4.E.ix):  
FILL TO CONSIST OF NATIVE SOILS AND IMPORTED CRUSHED AGGREGATE FILL MATERIAL. NATIVE SOILS CONSIST OF 108D MANITA LOAM, 113G MCMULLIN-ROCK OUTCROP, 195F VANNOY SILT LOAM, 196E VANNOY SILT LOAM, AND 197F AND VANNOY-VOORHIES COMPLEX.

**NATURAL BUFFER ZONE REQUIREMENTS FOR TMDL AND 303(d) LISTED WATERS**

(SECTION 2.2.4.c) NOT APPLICABLE

**NATURAL BUFFER ZONE**

(SECTION 2.2.4 & APPENDIX B) NOT APPLICABLE

**ENGINEERED SOILS**

(SECTION 2.2.18) NOT USED ONSITE.

**ESTIMATED TIMEABLE FOR CONSTRUCTION ACTIVITIES**

- \* MOBILIZATION----- JANUARY 2024
- \* CLEARING & EXCAVATING----- JANUARY 2024 - MAY 2024
- \* PIPE INSTALLATION----- JANUARY 2024 - JUNE 2024
- \* FINAL SURFACE RESTORATION----- APRIL-SEPTEMBER 2024
- \* REMOVE TEMPORARY STORMWATER CONTROLS/EQUIPMENT----- MAY 2024

**RECEIVING WATER BODY**

THE IRRIGATION DITCH FLOWS NORTHWEST, IT COLLECTS WATER FROM ADJACENT DRAINAGE CROSSINGS AND THE ROADSIDE DITCH AND DISCHARGES TO THE LOWER PHILLIPS DITCH. THE IRRIGATION DITCH WILL CONTINUE TO BE UTILIZED AS IRRIGATION WATER AFTER THE PROJECT IS COMPLETE OR CONTINUE TO FLOW TO THE LITTLE APPELGATE RIVER.

**APPROXIMATE BOUNDARY OF AREAS DISTURBED = ±3.10 ACRES**

TOTAL DISTURBED AREA ±3.10 ACRES  
SEE BOUNDARY MAP FOR BOUNDARY OF DISTURBED AREA

**EXISTING SITE CONDITIONS**

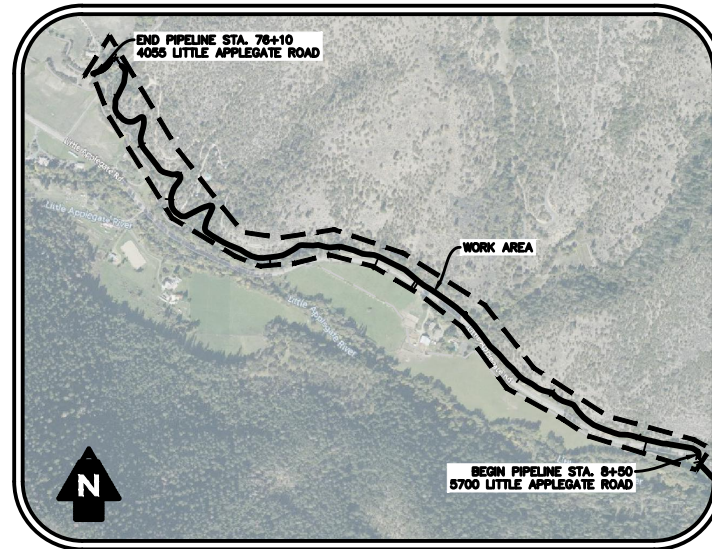
RANGELAND GRASSES, TREES AND BRUSH WITH SLOPES THAT RANGE FROM 0.5% TO 1% ALONG THE FLOWLINE OF THE EXISTING IRRIGATION DITCH. THE ADJACENT HILLSIDE HAS SLOPES OF UP TO 20% OR MORE.

**ABBREVIATIONS**

BMP	BEST MANAGEMENT PRACTICES
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
EC	EROSION CONTROL
ESC	EROSION & SEDIMENT CONTROL
ESCP	EROSION & SEDIMENT CONTROL PLAN
LB	POUNDS
MIN.	MINIMUM

# EROSION AND SEDIMENT CONTROL PLAN UPPER PHILLIPS PIPELINE JACKSON COUNTY, OREGON

THE PERMITEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS PLAN AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASE OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.



N.T.S.  
KLAMATH FALLS, OREGON  
**SITE MAP**



N.T.S.  
JACKSON COUNTY, OREGON  
**VICINITY MAP**

## PROJECT LOCATION

**ESCP SHEET INDEX**

- SHEET 1 - COVER SHEET
- SHEET 2 - ESCP NOTES
- SHEET 3 - ESCP NOTES
- SHEET 4 - ESCP NOTES
- SHEET 5 - GRADING & INSTALLATION PLAN
- SHEET 6 - ROADSIDE DITCH STA. 8+50-STA. 25+10
- SHEET 9 - VOLHEM STAGING & DRAINAGE DETAIL
- SHEET 10 - FINAL STABILIZATION PLAN
- SHEET 11 - ODOT STANDARD DETAILS
- SHEET 12 - DETAILS
- SHEET 13 - DRAINAGE CROSSING DETAIL
- SHEET 14 - CANTRALL GULCH DRAINAGE DETAIL

**INSPECTION FREQUENCY**

SITE CONDITION	MINIMUM FREQUENCY
ACTIVE PERIOD	ON INITIAL DATE THAT LAND DISTURBANCE ACTIVITIES COMMENCE. WITHIN 2 HOURS OF ANY STORM EVENT, INCLUDING RUNOFF FROM SNOW MELT, THAT RESULTS IN DISCHARGES. AT LEAST ONCE EVERY 14 DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
INACTIVE PERIODS GREATER THAN 14 CONSECUTIVE CALENDAR DAYS	MAY REDUCE FREQUENCY IN ANY AREA OF THE SITE WHERE STABILIZATION STEPS FROM SECTION 2.2.20 HAVE BEEN COMPLETED TO TWICE A MONTH FOR THE FIRST MONTH, NO LESS THAN 14 CALENDAR DAYS APART, THEN ONCE PER MONTH.
PERIODS WHEN THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF SAFE ACCESSIBLE AND PRACTICAL, INSPECTION MUST OCCUR DAILY AT A RELEVANT DISCHARGE POINT OR DOWNSTREAM LOCATION OF THE RECEIVING BODY.
PERIODS WHEN CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	MAY BE TEMPORARILY SUSPENDED. RESUME IMMEDIATELY UPON THAW OR WHEN CONDITIONS MAKE DISCHARGES LIKELY.
PERIODS WHEN CONSTRUCTION ACTIVITIES ARE CONDUCTED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	MAY BE REDUCED TO ONCE PER MONTH. RESUME IMMEDIATELY UPON THAW OR WHEN CONDITIONS MAKE DISCHARGES LIKELY.

**BMPs WITH ESCP IMPLEMENTATION SCHEDULE**

BMPs	YEAR: 2024												2025							
	MONTH:	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	
BIOBAGS																				
BIOSWALES																				
CHECKDAMS		X	X	X	X	X	X													
COMPOST BERMS																				
COMPOST BLANKETS																				
COMPOST SOCKS																				
CONCRETE TRUCK WASHOUT		X	X	X	X	X	X													
CONSTRUCTION ENTRANCE		X	X	X	X	X	X													
DEWATERING																				
DRAINAGE SWALES																				
EARTH DIKES (STABILIZED)																				
ENERGY DISSIPATORS																				
EROSION CONTROL BLANKETS AND MATS (SPECIFY)																				
HYDROSEEDING																				
INLET PROTECTION																				
MULCHES (SPECIFY TYPE)																				
MYCORRHIZAE/BIOFILTERS																				
NATURAL BUFFER ZONE																				
ORANGE FENCING																				
OUTLET PROTECTION																				
PERMANENT SEEDING AND PLANTING				X	X	X	X	X	X	X										
PIPE SLOPE DRAINS																				
PLASTIC SHEETING																				
PRESERVE EXISTING VEGETATION																				
SEDIMENT FENCING																				
SEDIMENT BARRIER																				
SEDIMENT TRAP																				
SEEDING																				
SOIL TAKIFIERS																				
STORM DRAIN INLET PROTECTION																				
STRAW WATTLES (OR OTHER MATERIAL)																				
TEMPORARY DIVERSION DIKES																				
TEMPORARY OR PERMANENT SEDIMENTATION BASIN																				
TEMPORARY SEEDING OR PLANTING				X	X	X	X													
TREATMENT SYSTEM (O&M PLAN REQ)																				
UNPAVED ROADS GRAVELED (OR OTHER BMP)																				
VEGETATIVE BUFFER STRIP																				

**RATIONALE STATEMENT**

"A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S 1200-C PERMIT APPLICATION AND ESCP GUIDANCE DOCUMENT HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE BMPs LISTED IN THE MATRIX TABLE WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS, TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS. AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESCP, AN ACTION PLAN WILL BE SUBMITTED."



EXPIRES 6/30/24

Date	2023	12/11/23
Designed SK		
Drawn SK		
Checked DS		
Approved DS		
Title	PROJECT MANAGER	

COVER SHEET

UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS

89 Alder Street, Central Point, OR  
Paul DeMaggio Cell: 541-630-0285

File Name

Drawing No.

## EROSION & SEDIMENT CONTROL PLAN

THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS PLAN AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASE OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

### DEQ STANDARD EROSION AND SEDIMENT CONTROL NOTES

1. INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESCP DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.II)
2. VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5)
3. INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.Q)
4. RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
5. THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTIONS 4 AND 4.11)
6. THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.8)
7. SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
8. SEQUENCE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SECTION 2.2.2)
9. CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING. (SECTION 2.2.3)
10. IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1)
11. PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
12. MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50- FEET OF WATERS OF THE STATE. (SECTION 2.2.4)
13. INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SECTIONS 2.1.3)
14. CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SECTIONS 2.1.1. AND 2.2.16)
15. CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTIONS 2.2.6 AND 2.2.13)
16. ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
17. APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATIONS MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS.(SECTIONS 2.2.20 AND 2.2.21)
18. ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
19. KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND CLOSE LIDS AT THE END OF THE BUSINESS DAY FOR THOSE CONTAINERS THAT ARE ACTIVELY USED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G., A TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G., SECONDARY CONTAINMENT). (SECTION 2.3.7)
20. PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MUST BE IN PLACE PRIOR TO LAND- DISTURBING ACTIVITIES. (SECTION 2.2.7)
21. WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
22. CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTIONS 1.5 AND 2.3.9)
23. ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.10)
24. PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
25. USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTIONS 2.2.15 AND 2.3)
26. PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
27. IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPOUNDMENT MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
28. PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
29. IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
30. USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.2.9)

### DEQ STANDARD EROSION AND SEDIMENT CONTROL NOTES (CONTINUED)

31. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.3.5)
32. IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
33. TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2)
34. AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
35. SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
36. OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
37. CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
38. WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
39. THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
40. DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F.)
41. PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
42. DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF PERMIT COVERAGE. (SECTION 2.2.21)

Date	2023
Designed SK	SK
Drawn SK	SK
Checked DS	DS
Approved DS	DS
Title	PROJECT MANAGER

ESCP NOTES

UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS

89 Alder Street, Central Point, OR  
Paul DeMaggio Cell: 541-630-0285

File Name
Drawing No.
Sheet 2 of 14



EXPIRES 6/30/24

## EROSION & SEDIMENT CONTROL PLAN

THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS PLAN AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASE OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

### POLLUTION PREVENTION CONTROLS

1. WHEN LEAK, SPILL, OR OTHER RELEASE CONTAINING HAZARDOUS SUBSTANCES OR OILS OCCURS DURING A 24-HOUR PERIOD, THE REGISTRANT MUST NOTIFY THE OREGON EMERGENCY RESPONSE SYSTEM (OERS) AT (800) 452-0311 AS SOON AS THE REGISTRANT HAS KNOWLEDGE OF THE RELEASE. CONTACT INFORMATION MUST BE IN LOCATIONS THAT ARE ACCESSIBLE TO ALL EMPLOYEES.
2. PROVIDE EFFECTIVE MEANS OF ELIMINATING THE DISCHARGE OF ANY WASTE FROM ANY ACTIVITIES PERFORMED ON SITE BY IMPLEMENTING THE FOLLOWING:
  - 2.1. LOCATE ACTIVITIES AWAY FROM WATERS OF THE STATE AND STORMWATER INLETS OR CONVEYANCES SO THAT STORMWATER COMING INTO CONTACT WITH THESE ACTIVITIES CANNOT REACH WATERS OF THE STATE.
  - 2.2. ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIME TO HANDLE SPILLS, LEAKS, AND DISPOSAL OF LIQUIDS, AND PROVIDE NECESSARY SECONDARY CONTAINMENT.
  - 2.3. HAVE A SPILL KIT ON SITE AND ENSURE PERSONNEL ARE AVAILABLE TO RESPOND EXPEDITIOUSLY IN THE EVENT OF A LEAK OR SPILL.
  - 2.4. CLEAN UP SPILLS OR CONTAMINATED SURFACES IMMEDIATELY USING DRY CLEANUP MEASURES (DO NOT CLEAN SURFACES BY HOSEING DOWN WITH WATER) AND ELIMINATE THE SOURCE OF THE SPILL TO PREVENT A DISCHARGE OR A CONTINUATION OF AN ONGOING DISCHARGE.
  - 2.5. STORE MATERIALS IN A COVERED AREA OR IN SECONDARY CONTAINMENT TO PREVENT THE EXPOSURE OF THESE CONTAINERS TO PRECIPITATION OR STORMWATER RUNOFF, OR A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS FROM THESE AREAS.
3. MINIMIZE MATERIAL EXPOSURE IN CASES WHERE THE EXPOSURE TO PRECIPITATION OR TO STORMWATER WILL RESULT ION THE DISCHARGE OF POLLUTANTS (E.G. ELEVATE MATERIALS FROM SOIL TO PREVENT LEACHING OF POLLUTANTS).
4. COMPLY WITH ALL APPLICATION AND DISPOSAL REQUIREMENTS INCLUDED ON REGISTERED PESTICIDE, HERBICIDE, INSECTICIDE, AND FERTILIZER LABELS. WHEN APPLYING FERTILIZERS:
  - 4.1. APPLY AT A RATE AND IN AMOUNTS CONSISTENT WITH MANUFACTURER SPECIFICATIONS
  - 4.2. APPLY AT THE APPROPRIATE TIME OF YEAR FOR THE LOCATION, AND PREFERABLY TIMED TO COINCIDE AS CLOSELY AS POSSIBLY TO THE PERIOD OF MAXIMUM VEGETATION UPTAKE AND GROWTH.
  - 4.3. AVOID APPLYING BEFORE HEAVY RAINS THAT COULD CAUSE EXCESS NUTRIENTS TO BE DISCHARGED.
  - 4.4. NEVER APPLY TO FROZEN GROUND.
  - 4.5. NEVER APPLY TO STORMWATER CONVEYANCE CHANNELS.
  - 4.6. FOLLOW ALL OTHER FEDERAL, STATE, AND LOCAL REQUIREMENTS REGARDING FERTILIZING APPLICATION.

### POLLUTANT GENERATING ACTIVITIES

1. EXCAVATION/MASS EARTHWORK/UTILITY TRENCHING  
POLLUTANTS INCLUDED: SEDIMENTS
2. LANDSCAPING/PLANTING  
POLLUTANTS INCLUDED: FERTILIZERS, SEDIMENTS

### AUTHORIZED NON-STORMWATER DISCHARGES

1. WATER ASSOCIATED WITH EMERGENCY FIREFIGHTING ACTIVITIES.
2. PROPERLY MANAGED LANDSCAPE IRRIGATION.
3. WATER USED TO WASH VEHICLES AND EQUIPMENT (EXCLUDING ENGINE BAYS AND UNDER-CARRIAGES)
4. PAVEMENT WASH WATERS (THAT ARE NOT CURRENTLY CONTAMINATED WITH HAZARDOUS MATERIALS OR SUBSTANCES)

### MISCELLANEOUS NOTES

1. PRIOR TO BEGINNING THE PROJECT, THE CONTRACTOR SHALL INSPECT THE ENTIRE SITE FOR EVIDENCE OF ILLEGAL CONNECTIONS OR ILLEGAL DUMPING OR DISCHARGES. ANY ITEMS FOUND SHALL BE REPORTED TO THE ESC INSPECTOR.
2. PRIOR TO CONNECTING TO EXISTING STORM SEWER SYSTEMS, CONTRACTOR SHALL INSPECT THE SYSTEM TO ENSURE THAT IT IS NOT CLOGGED AND THAT IT IS FUNCTIONING PROPERLY. IF THE SYSTEM IS CLOGGED, THE CONTRACTOR MUST CLEAN THE SYSTEM. IF THE SYSTEM STILL DOES NOT FUNCTION PROPERLY, THE CONTRACTOR SHALL REPORT THIS TO THE PROJECT SUPERINTENDENT AND THE ESC INSPECTOR.
3. CONTRACTOR MAY UTILIZE CONSTRUCTION WASTES SUCH AS BROKEN CONCRETE TO BUILD TEMPORARY DIKES OR BERMS AND CAN ALSO BE USED AS STABILIZING FILL WHERE EROSION PROBLEMS BECOME EVIDENT.
4. EXISTING AREAS OF VEGETATION WILL SURROUND THE ENTIRE SITE AND SERVE AS A VEGETATIVE BUFFER ZONE IN HELPING TO ALLEVIATE SEDIMENT RUNOFF FROM THE SITE. NOTE THAT ALL PRACTICAL BMP'S HAVE BEEN IMPLEMENTED AND THE EXISTING VEGETATION WILL MERELY SERVE AS BACKUP PROTECTION.
5. EXACT LOCATIONS AND NECESSITY OF THE COMPONENTS OF THIS ESCP ARE SUBJECT TO MODIFICATIONS IN ORDER TO ACCOMMODATE CONSTRUCTION ACTIVITIES. WHEN ADJUSTMENTS TO THIS PLAN ARE CONSIDERED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT BEST MANAGEMENT PRACTICES ARE IMPLEMENTED IN A MANNER SO THAT EROSION IS MINIMAL AND SEDIMENT RUNOFF IS PROPERLY CONTAINED AND CONTROLLED.

### STRIPPING & TOPSOIL GENERAL NOTES

1. SOILS OF THE TEXTURAL CLASS OF LOAM, SANDY LOAM, AND SILT LOAM ARE BEST; SANDY CLAY LOAM, SILTY CLAY LOAM, CLAY LOAM, AND LOAMY SAND ARE FAIR. DO NOT USE HEAVY CLAY AND ORGANIC SOILS SUCH AS PEAT OR MUCK AS TOPSOIL.
2. STRIP TOPSOIL ONLY FROM THOSE AREAS THAT WILL BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTING BY EQUIPMENT. A FOUR TO SIX INCH STRIPPING DEPTH IS COMMON, BUT MAY BE GREATER AS REQUIRED BY THE GEOTECHNICAL ENGINEER.
3. DETERMINE DEPTH OF STRIPPING BY TAKING SOIL CORES AT SEVERAL LOCATIONS WITHIN EACH AREA TO BE STRIPPED. TOPSOIL DEPTH GENERALLY VARIES ALONG A GRADIENT FROM HILLTOP TO TOE OF THE SLOPE.
4. BEFORE STRIPPING, IMPLEMENT BMP MEASURES SUCH AS SEDIMENT BASINS, DIVERSION CHANNELS, EARTHEN BERMS, SILT FENCE, HAY BALES, AND OTHER EROSION CONTROL MEASURES.
5. THE EXCESSIVE SOIL STOCKPILE AREAS WERE SELECTED BECAUSE THOSE AREAS ARE REPRESENTATIVE OF THE FLATTEST AREAS ON THE PROJECT SITE. TO ENSURE THAT SEDIMENT DOES NOT RUN OFF THE SITE FROM THESE STOCKPILE AREAS, HAY BALES SHALL BE LINED ALONG THE LOWEST PORTION OF THE STOCKPILE AREA AND UP EACH SIDE TO A POINT SO THAT NO SEDIMENT FROM THE PILES WILL BE ABLE TO LEAVE THE AREA.
6. SEDIMENT FENCE WILL BE UTILIZED WHERE HAY BALES ARE NOT USED. CONTRACTOR TO MAKE SURE THAT THE SEDIMENT FENCING STARTS WHERE THE HAY BALES END SO THAT THERE IS A CONTINUAL LINE OF SEDIMENT REDUCING MEASURES IN PLACE.
7. PROTECT TOPSOIL STOCKPILES BY TEMPORARILY SEEDING AND/OR MULCHING AS SOON AS POSSIBLE TO ASSURE THE STORED MATERIAL IS NOT UNNECESSARILY EXPOSED AND ALLOWED TO ERODE. USE LOCALLY GROWN AND NATIVE SEED STOCKS WHEN POSSIBLE THAT ARE MYCORRHIZAL-DEPENDENT.
8. TOPSOIL STOCKPILES SHOULD BE LOW IN HEIGHT, (PREFERABLY LESS THAN 4 FEET HIGH) AND FLAT AND SHOULD BE USED WITHIN 6 MONTHS TO PROMOTE HEALTHY SOIL ORGANISMS AND MICROBES. STOCKPILES NOT USED WITHIN 6 MONTHS SHOULD BE RE-SEEDDED WITH A SPECIES THAT IS MYCORRHIZAL-DEPENDENT TO AVOID THE DEVELOPMENT OF ANAEROBIC CONDITIONS IN THE STOCKPILE. IN ADDITION, TOPSOIL STOCKPILES CAN BE TURNED PERIODICALLY TO KEEP ORGANISMS ALIVE FOR LARGER STOCKPILES AND DURING EXTREMELY HOT WEATHER.
9. WHERE THE pH OF THE EXISTING SUBSOIL IS 6.0 OR LESS, OR THE SOIL IS COMPOSED OF HEAVY CLAYS, INCORPORATE AGRICULTURAL LIMESTONE IN AMOUNTS RECOMMENDED BY SOIL TESTS OR SPECIFIED FOR THE SEEDING MIXTURE TO BE USED. INCORPORATE LIME TO A DEPTH OF AT LEAST 2 INCHES BY DISKING. ENSURE THAT ALL OF THE LIME MIXTURE IS INCORPORATED INTO THE SOIL TO MINIMIZE DIRECT CONTACT WITH STORM WATER RUNOFF AND HANDLE LIME IN ACCORDANCE WITH MANUFACTURING RECOMMENDATIONS OR NS-7.
10. IMMEDIATELY PRIOR TO SPREADING THE TOPSOIL, LOOSEN THE SUBGRADE BY DISKING OR SCARIFYING TO A DEPTH OF AT LEAST 3 INCHES TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL. IF NO AMENDMENTS HAVE BEEN INCORPORATED, LOOSEN THE SOIL TO A DEPTH OF AT LEAST 6 INCHES BEFORE SPREADING TOPSOIL.
11. UNIFORMLY DISTRIBUTE TOPSOIL TO A MINIMUM COMPACTED DEPTH OF 2 INCHES ON 3:1 SLOPES AND 4 INCHES ON FLATTER SLOPES.
12. DO NOT SPREAD TOPSOIL WHILE IT IS FROZEN OR MUDDY OR WHEN THE SUBGRADE IS WET OR FROZEN.
13. CORRECT ANY IRREGULARITIES IN THE SURFACE THAT RESULT FROM TOP SOILING OR OTHER OPERATIONS TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS.
14. COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL, BUT AVOID EXCESSIVE COMPACTING, AS IT INCREASES RUNOFF AND INHIBITS SEED GERMINATION. LIGHT PACKING WITH A ROLLER IS RECOMMENDED WHERE HIGH MAINTENANCE TURF IS TO BE ESTABLISHED.

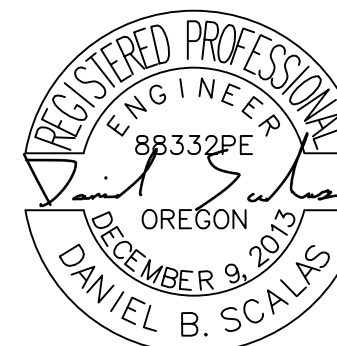
Date	2023
Designed SK	12/11/23
Drawn SK	
Checked DS	
Approved DS	
Title	PROJECT MANAGER

ESCP NOTES

**UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS**



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EXPIRES 6/30/24

File Name

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Sheet 3 of 14

## EROSION & SEDIMENT CONTROL PLAN

THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS PLAN AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASE OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

### SEEDING & PLANTING

1. CONTRACTOR TO USE TEMPORARY SEEDING AND PLANTING ON ALL DISTURBED AREAS THAT WILL BE EXPOSED FOR 30 DAYS OR LONGER, TO REDUCE EROSION BY SEEDING WITH APPROPRIATE AND RAPIDLY GROWING ANNUAL GRASSES.
2. PRIOR TO SEEDING, INSTALL NECESSARY EROSION CONTROL PRACTICES SUCH AS TEMPORARY CONTINUOUS BERMS, DIVERSION BERMS, CHANNELS, AND SEDIMENT BASINS. NOTE THAT TEMPORARY SEEDING IS RECOMMENDED FOR THESE EROSION CONTROL SYSTEMS TO HELP ALLEVIATE SEDIMENT BUILDUP OR EXCESSIVE EROSION.
3. PROPER SEEDBED PREPARATION AND THE USED OF QUALITY SEED ARE IMPORTANT IN THIS PRACTICE JUST AS IN PERMANENT SEEDING. FAILURE TO CAREFULLY FOLLOW SOUND AGRONOMIC RECOMMENDATIONS WILL OFTEN RESULT IN AN INADEQUATE STAND OF VEGETATION THAT PROVIDES LITTLE OR NO EROSION CONTROL.
4. ANNUAL PLANTS WHICH SPROUT RAPIDLY AND SURVIVE FOR ONLY ONE GROWING SEASON ARE SUITABLE FOR ESTABLISHING TEMPORARY VEGETATIVE COVER. CONSIDER MIXES BECAUSE THEY ARE MORE ADAPTABLE THAN SINGLE SPECIES.
5. CONTRACTOR TO CHECK WITH JACKSON COUNTY FOR LOCAL SPECIFICATIONS AND REQUIREMENTS PRIOR TO SEEDING AND PLANTING. ALL SEED SHOULD BE SELECTED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S RECOMMENDATIONS.
6. MULCHING IS COMMONLY USED WITH SEEDING PRACTICES FOR TEMPORARY COVER AND TO AID IN THE ESTABLISHMENT OF VEGETATION. ALWAYS APPLY SEED BEFORE MULCH, UNLESS SEED IS APPLIED WITH A HYDRAULIC MATRIX OR BONDED FIBER MATRIX.
7. CHECK WITH JACKSON COUNTY PRIOR TO USING FERTILIZERS OR PESTICIDES.
8. HARDENED SOILS SHOULD BE LOOSENEED BY DISKING, RAKING, OR HARROWING. TRACKING WITH BULLDOZER CLEATES IS VERY EFFECTIVE ON SANDY SOILS. IF THE AREA HAS BEEN RECENTLY DISTURBED, NO FURTHER ROUGHENING IS REQUIRED.
9. HYDROSEEDING AND HYDRAULIC PLANTING ARE ACCEPTABLE OPTIONS TO SEEDING AND GENERALLY REQUIRE LESS SEEDBED PREPARATION.
10. SLOPES 2:1 AND STEEPER WILL REQUIRE HYDRAULIC PLANTING TECHNIQUES.
11. PREPARE A 3-5 INCH DEEP SEEDBED, WITH THE TOP 3-4 INCHES CONSISTING OF TOPSOIL. NOTE THAT THE EARTH BED UPON WHICH THE TOPSOIL IS TO BE PLACED WOULD BE AT THE REQUIRED GRADE.
12. THE SEEDBED SHOULD BE FIRM BUT NOT COMPACTED. THE TOP 3 INCHES OF SOIL SHOULD BE LOOSE, MOIST, AND FREE OF LARGE CLOGS AND STONES.
13. NEWLY SEEDED AREAS NEED TO BE INSPECTED FREQUENTLY TO ENSURE THE GRASS IS GROWING. AREAS THAT FAIL TO ESTABLISH COVER ADEQUATE TO PREVENT EROSION WILL BE RE-SEEDED AS SOON AS SUCH AREAS ARE IDENTIFIED. SPOT SEEDING CAN BE DONE ON SMALL AREAS TO FILL IN BARE SPOTS WHERE GRASS DID NOT GROW PROPERLY.
14. IF THE SEEDED AREA IS DAMAGED DUE TO CONCENTRATED RUNOFF, CONTRACTOR SHALL LOOK AT POSSIBLY IMPLEMENTING ADDITIONAL BMP PRACTICES. TEMPORARY VEGETATED AREAS WILL BE MAINTAINED UNTIL PERMANENT VEGETATION OR OTHER EROSION CONTROL PRACTICES CAN BE ESTABLISHED.
15. SEED USED FOR PERMANENT SEED SHALL BE IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT AND ASSOCIATED PLANS, TEMPORARY SEEDING SHALL BE COMPOSED OF ONE OF THE FOLLOWING MIXTURES, UNLESS OTHERWISE AUTHORIZED:
  - A. DWARF GRASS MIX (MIN. 100 LB./AC.)
    1. DWARF PERENNIAL RYE GRASS (80% BY WEIGHT)
    2. CREEPING RED FESCUE (20% BY WEIGHT)
  - B. STANDARD HEIGHT GRASS MIX (MIN. 100LB./AC.)
    1. ANNUAL RYE GRASS (40% BY WEIGHT)
    2. TURF-TYPE FESCUE (60% BY WEIGHT)
16. HYDROMULCHING SHALL TAKE PLACE ON ALL DISTURBED SLOPES THAT EXCEED 2:1 PRIOR TO WET WEATHER SHUT DOWN AND FOR FINAL STABILIZATION.

### EROSION AND SEDIMENT CONTROL IMPLEMENTATION

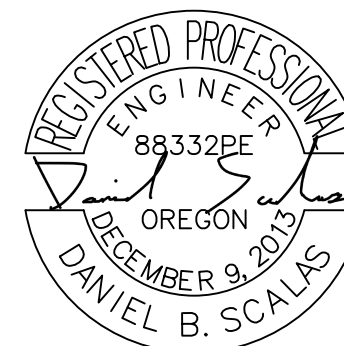
1. EROSION CONTROL MEASURES APPROVED FOR USE INCLUDE CHECK DAMS, STRAW WATTLES, HYDROMULCHING, DRY SEEDING AND/OR OTHER APPROVED METHODS AND MATERIALS.
2. STOCKPILED SOIL OR STRIPPINGS SHALL BE PLACED IN A STABLE LOCATION AND CONFIGURATION. DURING "WET WEATHER" PERIODS, STOCKPILES SHALL BE COVERED WITH PLASTIC SHEETING OR STRAW MULCH. STRAW WATTLES SHALL BE REQUIRED ALONG THE SIDES AND BOTTOM OF THE STOCKPILE.
3. EXPOSED CUT OR FILL AREAS SHALL BE STABILIZED THROUGH THE USE OF TEMPORARY SEEDING AND MULCHING, EROSION CONTROL BLANKETS OR MATS, MID-SLOPE SEDIMENT FENCES OR WATTLES, OR OTHER APPROPRIATE MEASURES.
4. AREAS SUBJECT TO WIND EROSION SHALL USE APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF A FINE SPRAY OF WATER, PLASTIC SHEETING, STRAW MULCHING, OR OTHER APPROVED MEASURES.
5. ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, TIRE WASHES, STREET SWEEPING, AND VACUUMING MAY BE BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
6. ACTIVE INLETS TO STORM WATER SYSTEMS SHALL BE PROTECTED THROUGH THE USE OF APPROVED INLET PROTECTION MEASURES. ALL INLET PROTECTION MEASURES ARE TO BE REGULARLY INSPECTED AND MAINTAINED AS NEEDED.
7. SATURATED MATERIALS THAT ARE HAULED OFF-SITE MUST BE TRANSPORTED IN WATER-TIGHT TRUCKS TO ELIMINATE SPILLAGE OF SEDIMENT AND SEDIMENT-LADEN WATER.
8. SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE SHALL NOT BE TRANSFERRED TO THE STORM WATER SYSTEM. SWEEPINGS SHALL BE PICKED UP AND DISPOSED IN THE TRASH.
9. AVOID PAVING IN WET WEATHER WHEN PAVING CHEMICALS CAN RUN-OFF INTO THE STORM WATER SYSTEM.
10. USE BMPs SUCH AS INLET PROTECTION TO REDUCE SEDIMENT LOSS. RUN-ON AND RUN-OFF CONTROLS SHALL BE IN PLACE AND FUNCTIONING PRIOR TO BEGINNING SUBSTANTIAL CONSTRUCTION ACTIVITIES.
11. COVER CATCH BASINS, MANHOLES, AND OTHER DISCHARGE POINTS WHEN APPLYING SEAL COAT, TACK COAT, ETC. TO PREVENT INTRODUCING THESE MATERIALS TO THE STORM WATER SYSTEM.

Date	2023
Designed SK	SK
Drawn SK	12/11/23
Checked DS	
Approved DS	
Title	PROJECT MANAGER

ESCP NOTES

UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS

  
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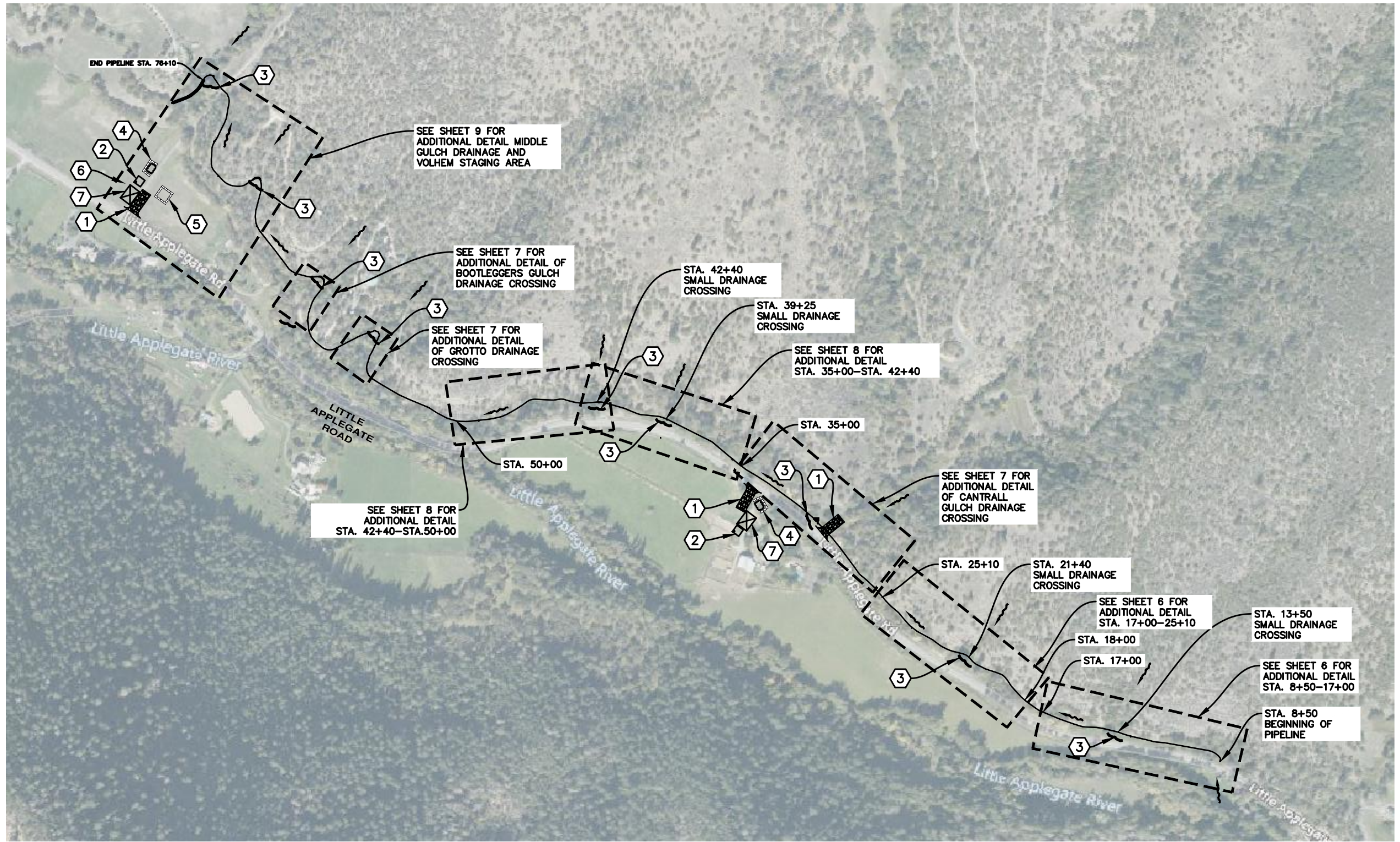


EXPIRES 6/30/24

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Date	2023
Designed SK	SK
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Title	PROJECT MANAGER

GRADING & INSTALLATION PLAN

**UPPER PHILLIPS PIPELINE -- 1200C PERMIT PLANS**








  
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 Paul DeMaggio Cell: 541-630-0285

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Sheet	5 of 14

**ESC INSTALLATION NOTES**

- ① PROVIDE LARGE SITE CONSTRUCTION ENTRANCE. INSTALL PER DETAIL RD1000, SHEET 11.
- ② CONTRACTOR TO PLACE SANITARY FACILITY FOR USE DURING CONSTRUCTION. EXACT LOCATION WILL VARY DEPENDENT ON CONSTRUCTION ACTIVITIES.
- ③ INSTALL TYPE 3 CHECK DAM IN EXISTING DRAINAGE DITCH PER DETAIL RD1005, SHEET 11.
- ④ PROVIDE EXCESSIVE SOIL STORAGE AREA AS REQUIRED PER DETAILS 1 & 2, SHEET 12.
- ⑤ INSTALL CONCRETE WASHOUT PER DETAIL RD1070, SHEET 11.
- ⑥ CONTRACTOR INSTALLED RAIN GAUGE ON EXISTING FENCE.
- ⑦ CONTRACTOR STAGING AREA PER COORDINATION WITH SURROUNDING LAND OWNERS.

**ESCP LEGEND**

-  CONSTRUCTION ENTRANCE (NTS)
-  SOIL STORAGE (NTS)
-  CONCRETE TRUCK WASHOUT (NTS)
-  CHECK DAM (NTS)
-  SLOPE ARROW
-  STAGING AREA (NTS)
-  SANITARY FACILITY (NTS)

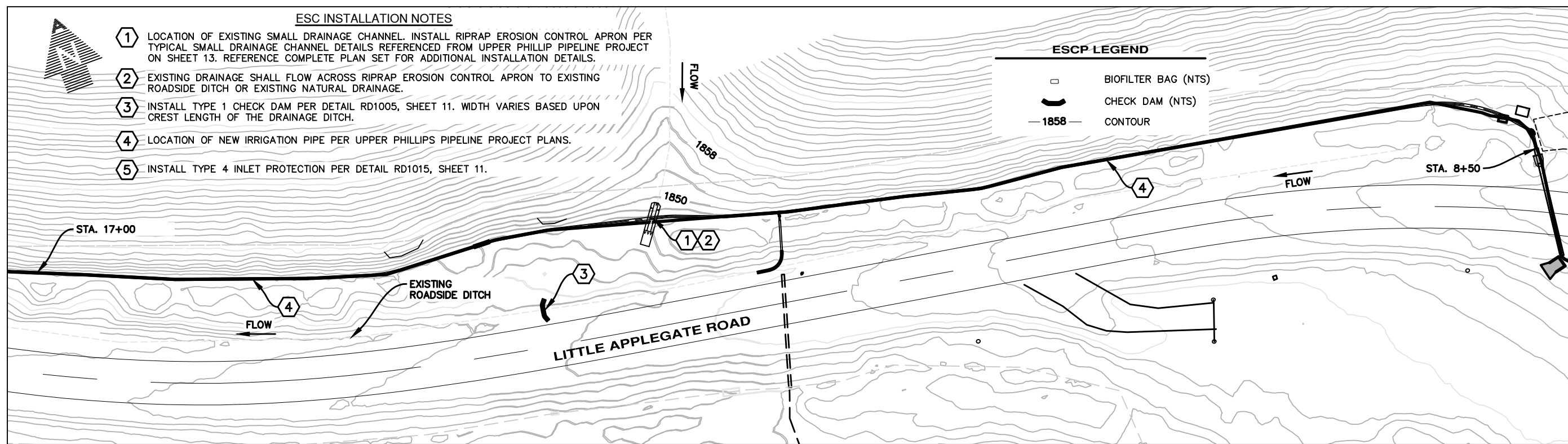
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 DECEMBER 9, 2013  
 DANIEL B. SCALAS  
 EXPIRES 6/30/24

**ESC INSTALLATION NOTES**

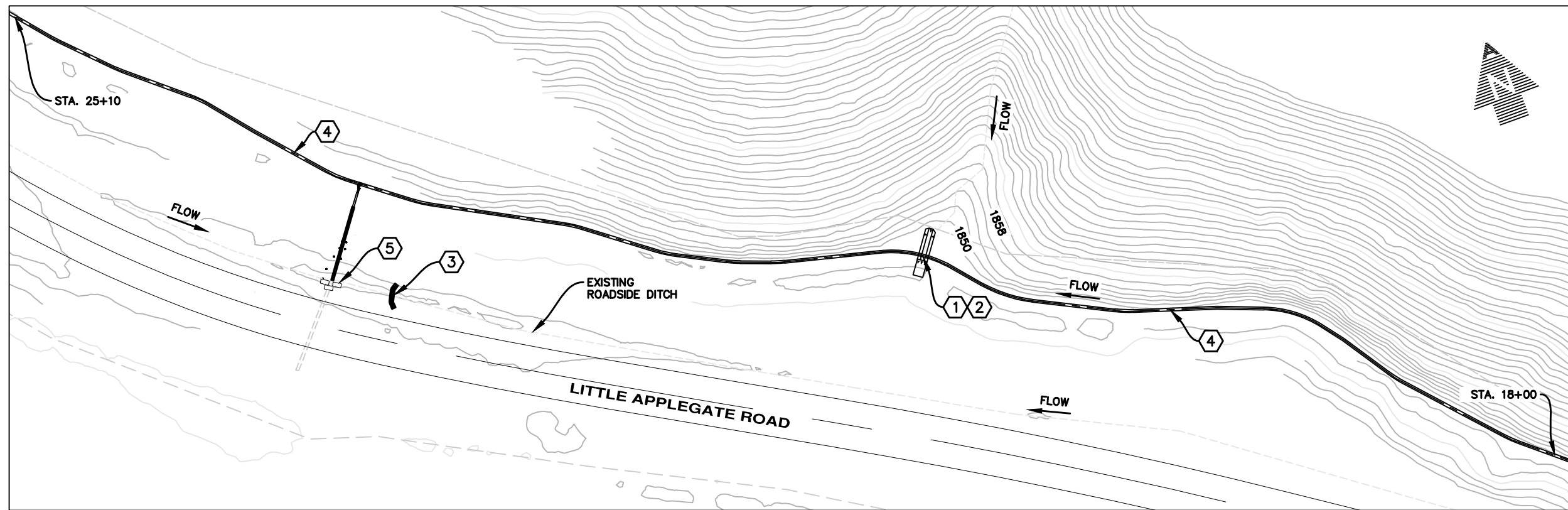
- ① LOCATION OF EXISTING SMALL DRAINAGE CHANNEL. INSTALL RIPRAP EROSION CONTROL APRON PER TYPICAL SMALL DRAINAGE CHANNEL DETAILS REFERENCED FROM UPPER PHILLIP PIPELINE PROJECT ON SHEET 13. REFERENCE COMPLETE PLAN SET FOR ADDITIONAL INSTALLATION DETAILS.
- ② EXISTING DRAINAGE SHALL FLOW ACROSS RIPRAP EROSION CONTROL APRON TO EXISTING ROADSIDE DITCH OR EXISTING NATURAL DRAINAGE.
- ③ INSTALL TYPE 1 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.
- ④ LOCATION OF NEW IRRIGATION PIPE PER UPPER PHILLIPS PIPELINE PROJECT PLANS.
- ⑤ INSTALL TYPE 4 INLET PROTECTION PER DETAIL RD1015, SHEET 11.

**ESCP LEGEND**

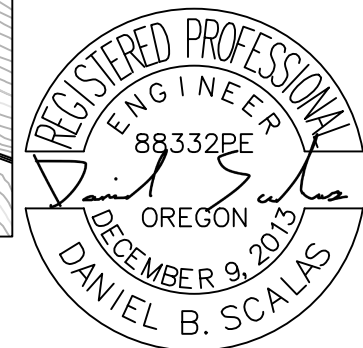
- BIOFILTER BAG (NTS)
- CHECK DAM (NTS)
- 1858— CONTOUR



**ROADSIDE DITCH STA. 8+50 - 17+00**  
SCALE: 1"=5'



**ROADSIDE DITCH STA. 18+00 - 25+10**  
SCALE: 1"=5'



EXPIRES 6/30/24

Date	2023
Designed SK	
Drawn SK	12/11/23
Checked DS	
Approved DS	
Title	PROJECT MANAGER

ROADSIDE DITCH STA. 8+50 - STA. 25+10  
**UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS**

REGISTRATION BOARD  
89 Alder Street, Central Point, OR  
Paul DeMaggio Cell: 541-630-0285

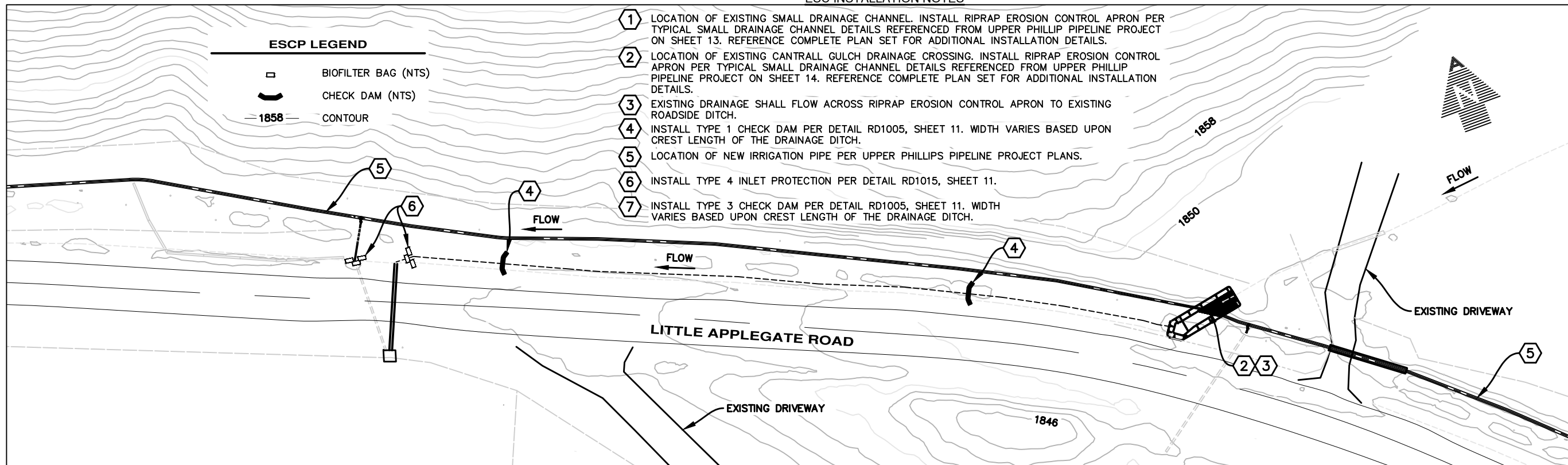
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Drawing No.	
Sheet	6 of 14

ESC INSTALLATION NOTES

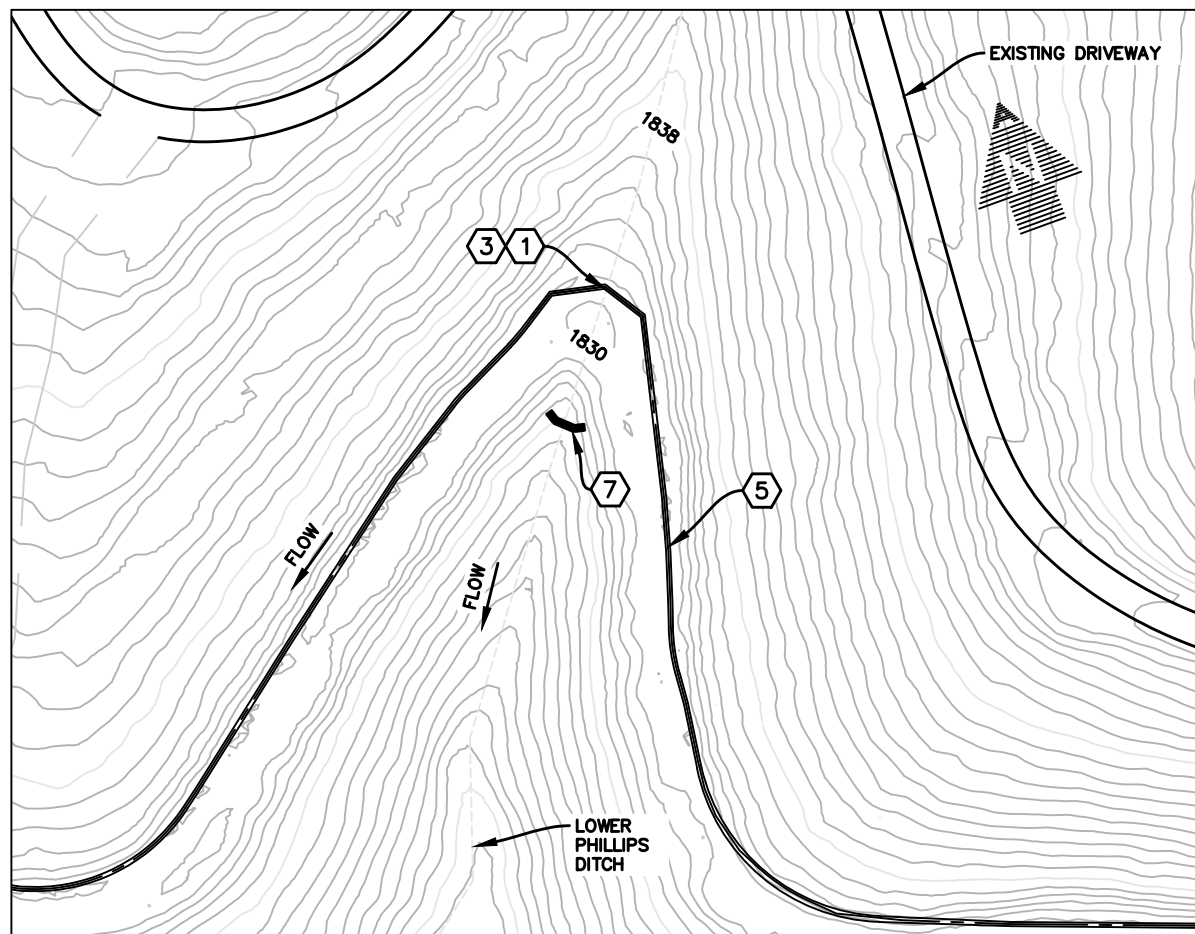
ESCP LEGEND

-  BIOFILTER BAG (NTS)
-  CHECK DAM (NTS)
-  1858 CONTOUR

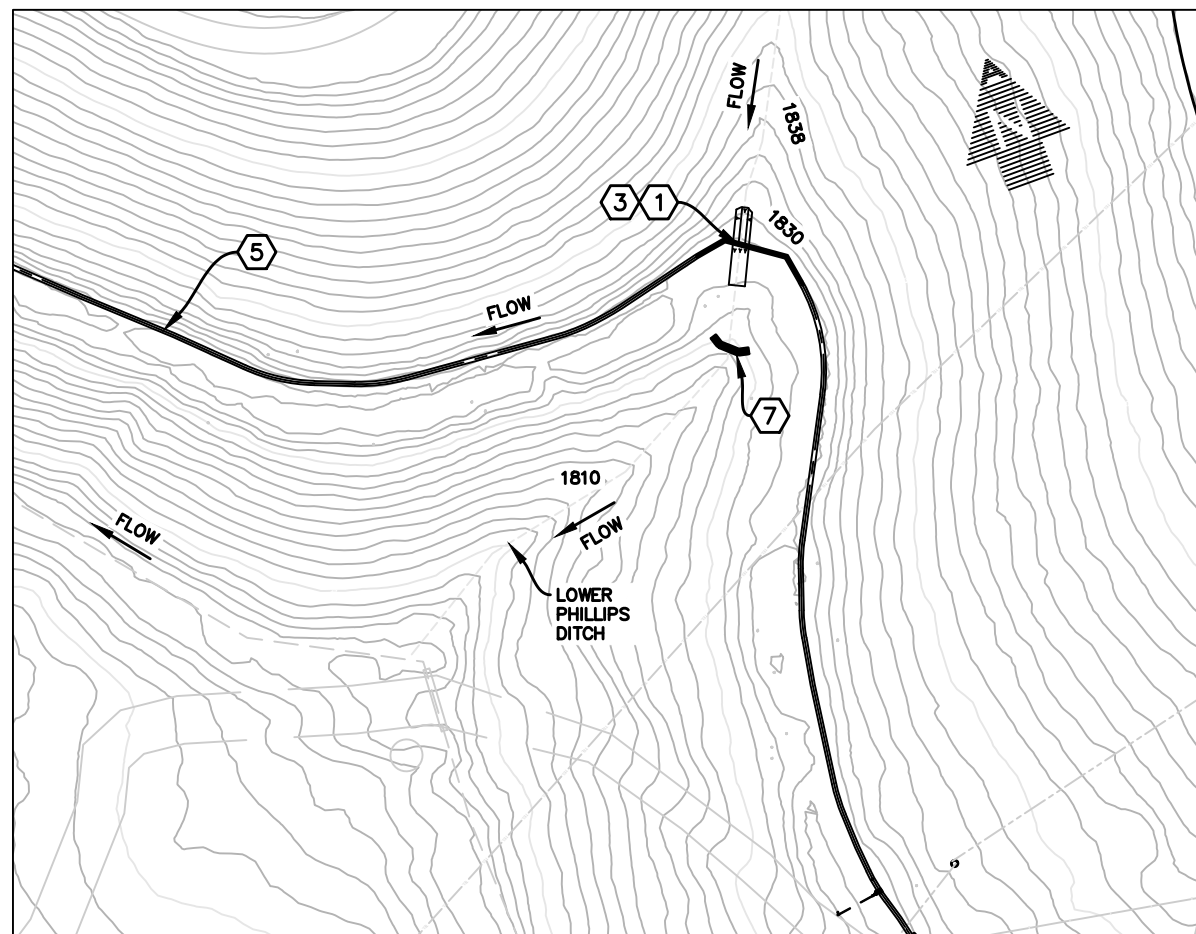
- ① LOCATION OF EXISTING SMALL DRAINAGE CHANNEL. INSTALL RIPRAP EROSION CONTROL APRON PER TYPICAL SMALL DRAINAGE CHANNEL DETAILS REFERENCED FROM UPPER PHILLIP PIPELINE PROJECT ON SHEET 13. REFERENCE COMPLETE PLAN SET FOR ADDITIONAL INSTALLATION DETAILS.
- ② LOCATION OF EXISTING CANTRALL GULCH DRAINAGE CROSSING. INSTALL RIPRAP EROSION CONTROL APRON PER TYPICAL SMALL DRAINAGE CHANNEL DETAILS REFERENCED FROM UPPER PHILLIP PIPELINE PROJECT ON SHEET 14. REFERENCE COMPLETE PLAN SET FOR ADDITIONAL INSTALLATION DETAILS.
- ③ EXISTING DRAINAGE SHALL FLOW ACROSS RIPRAP EROSION CONTROL APRON TO EXISTING ROADSIDE DITCH.
- ④ INSTALL TYPE 1 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.
- ⑤ LOCATION OF NEW IRRIGATION PIPE PER UPPER PHILLIPS PIPELINE PROJECT PLANS.
- ⑥ INSTALL TYPE 4 INLET PROTECTION PER DETAIL RD1015, SHEET 11.
- ⑦ INSTALL TYPE 3 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.



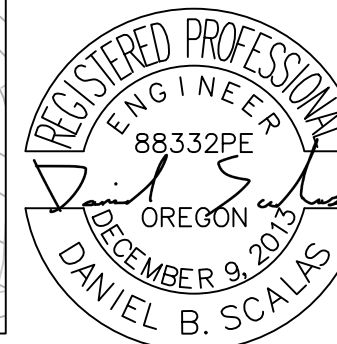
**CANTRALL GULCH DRAINAGE**  
SCALE: 1"=5'



**GROTTO DRAINAGE**  
SCALE: 1"=5'



**BOOTLEGGERS GULCH DRAINAGE**  
SCALE: 1"=5'



EXPIRES 6/30/24

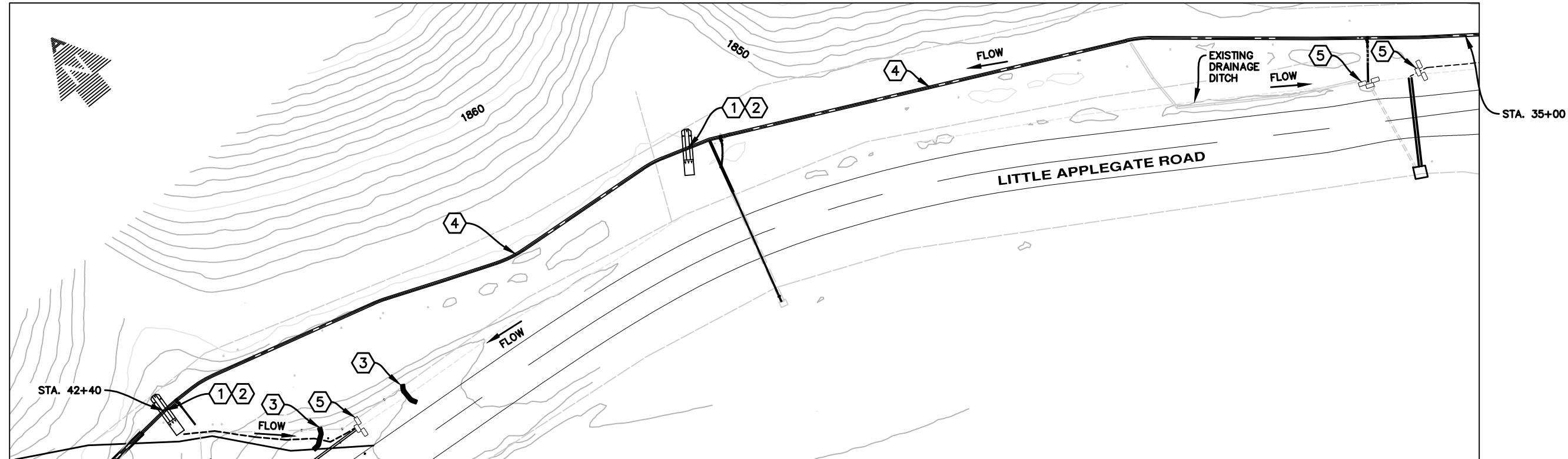
DRAINAGE CROSSING DETAILS

UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS

Date	2023
Designed SK	12/11/23
Drawn SK	
Checked DS	
Approved DS	
Title	PROJECT MANAGER

  
 89 Alder Street, Central Point, OR  
 Paul DeMaggio Cell: 541-630-0285

File Name	
Drawing No.	
Sheet	7 of 14



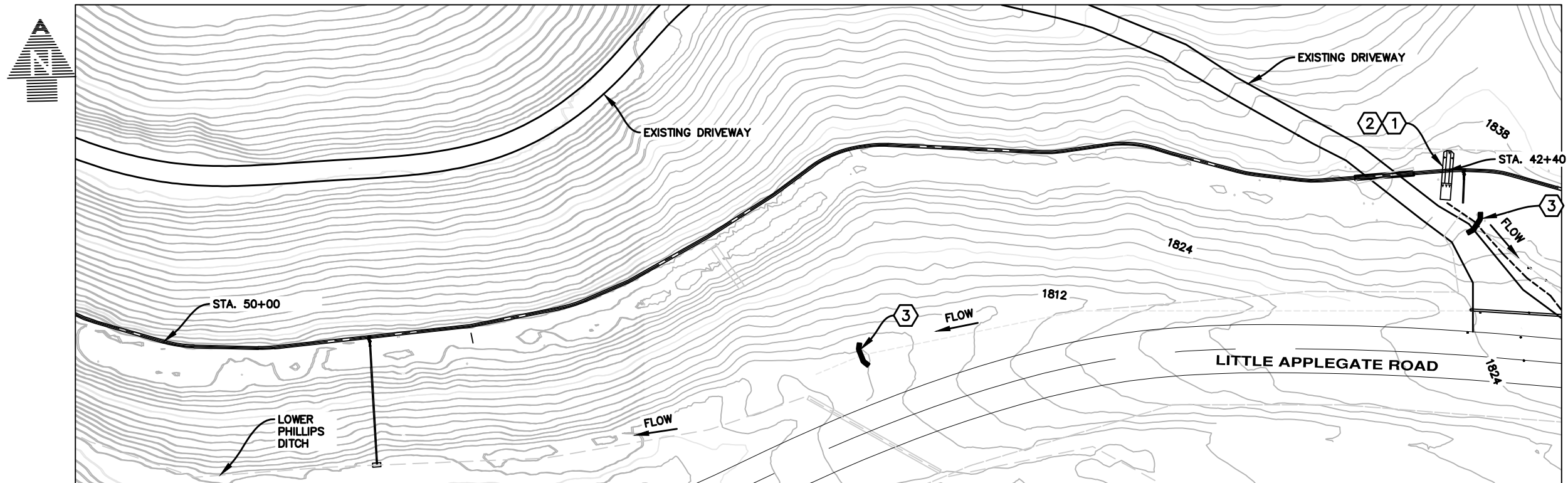
**ESC INSTALLATION NOTES**

- ① LOCATION OF EXISTING SMALL DRAINAGE CHANNEL. INSTALL RIPRAP EROSION CONTROL APRON PER TYPICAL SMALL DRAINAGE CHANNEL DETAILS REFERENCED FROM UPPER PHILLIP PIPELINE PROJECT ON SHEET 13. REFERENCE COMPLETE PLAN SET FOR ADDITIONAL INSTALLATION DETAILS.
- ② EXISTING DRAINAGE SHALL FLOW ACROSS RIPRAP EROSION CONTROL APRON TO EXISTING ROADSIDE DITCH.
- ③ INSTALL TYPE 3 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.
- ④ LOCATION OF NEW IRRIGATION PIPE PER UPPER PHILLIPS PIPELINE PROJECT PLANS.
- ⑤ INSTALL TYPE 4 INLET PROTECTION PER DETAIL RD1015, SHEET 11.

**ROADSIDE DITCH STA. 35+00 - 42+40**  
SCALE: 1"=5'

**ESCP LEGEND**

	BIOFILTER BAG (NTS)
	CHECK DAM (NTS)
	—1858— CONTOUR



**ROADSIDE DITCH STA. 42+40 - 50+00**  
SCALE: 1"=5'



EXPIRES 6/30/24

Date	2023
Designed SK	
Drawn SK	12/11/23
Checked DS	
Approved DS	
Title	PROJECT MANAGER




ROADSIDE DITCH STA. 35+00—STA. 50+00  
**UPPER PHILLIPS PIPELINE – 1200C PERMIT PLANS**

89 Alder Street, Central Point, OR  
Paul DeMaggio Cell: 541-630-0285

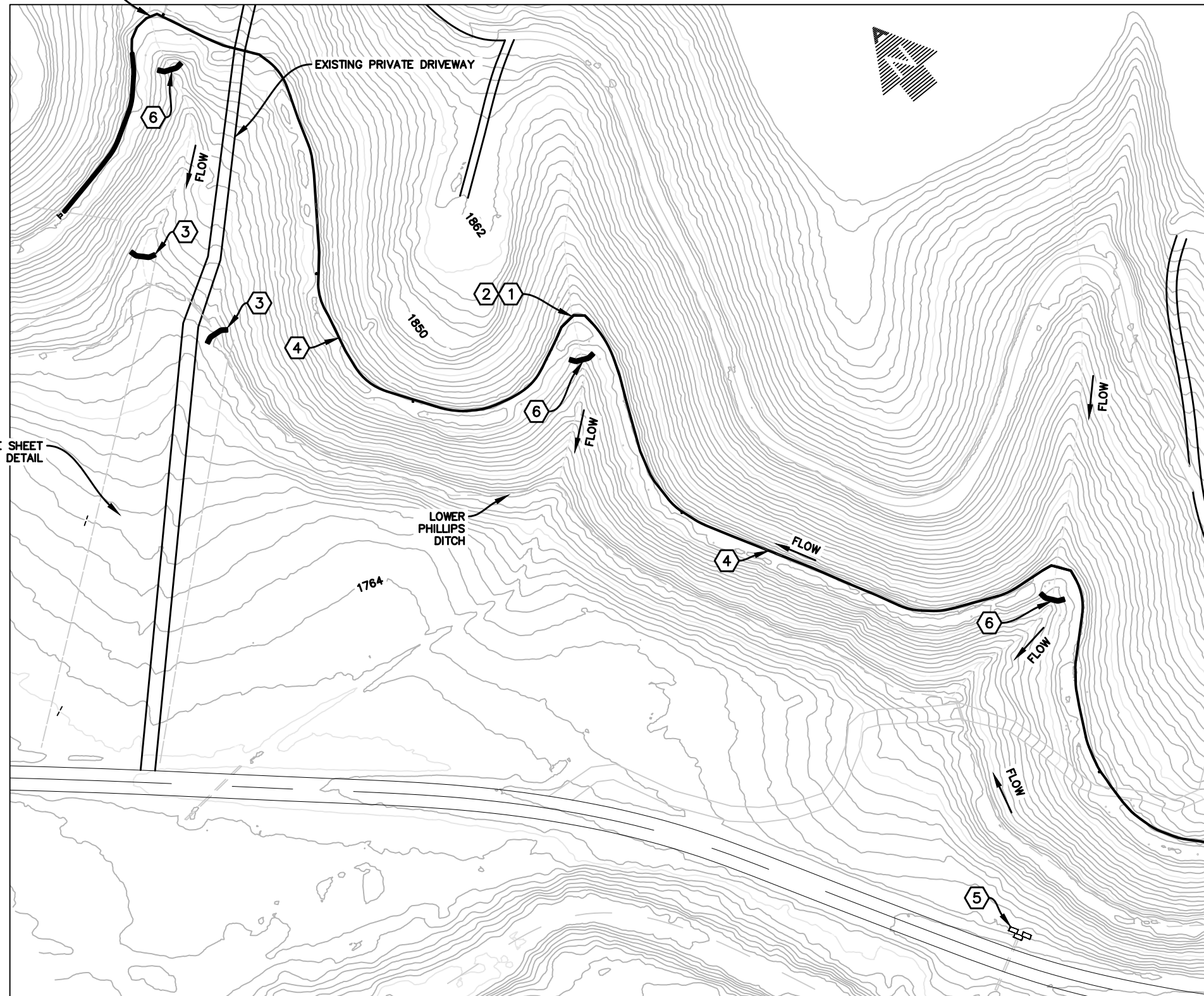
File Name	
Drawing No.	
Sheet	8 of 14



**ESCP LEGEND**

-  BIOFILTER BAG (NTS)
-  CHECK DAM (NTS)
-  1858 CONTOUR

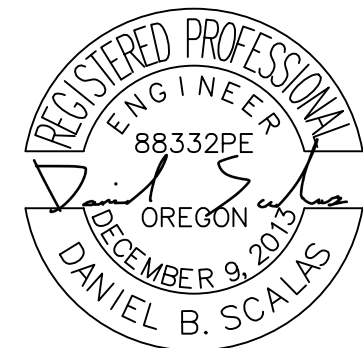
STAGING AREA. SEE SHEET 5 FOR ADDITIONAL DETAIL



**ESCP INSTALLATION NOTES**

- ① LOCATION OF EXISTING SMALL DRAINAGE CHANNEL. INSTALL RIPRAP EROSION CONTROL APRON PER TYPICAL SMALL DRAINAGE CHANNEL DETAILS REFERENCED FROM UPPER PHILLIP PIPELINE PROJECT ON SHEET 13. REFERENCE COMPLETE PLAN SET FOR ADDITIONAL INSTALLATION DETAILS.
- ② EXISTING DRAINAGE SHALL FLOW ACROSS RIPRAP EROSION CONTROL APRON TO LOWER PHILLIPS DITCH.
- ③ INSTALL TYPE 1 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.
- ④ LOCATION OF NEW IRRIGATION PIPE PER UPPER PHILLIPS PIPELINE PROJECT PLANS.
- ⑤ INSTALL TYPE 4 INLET PROTECTION PER DETAIL RD1015, SHEET 11.
- ⑥ INSTALL TYPE 3 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.

**MIDDLE GULCH DRAINAGE**  
SCALE: 1"=10'



EXPIRES 6/30/24

Date	2023
Designed SK	
Drawn SK	12/11/23
Checked DS	
Approved DS	
Title	PROJECT MANAGER

**VOLHEM STAGING & DRAINAGE DETAIL**  
**UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS**

  
89 Alder Street, Central Point, OR  
Paul DeMaggio Cell: 541-630-0285



File Name	
Drawing No.	
Sheet	9 of 14



**ESC INSTALLATION NOTES**

- ① RESEED DISTURBANCE AREA FOLLOWING CONSTRUCTION ACTIVITIES. TRENCH EXCAVATION LIMIT IS 20- FEET WIDE (15 FEET DOWNHILL AND 5 FEET UPHILL FROM THE DITCH CENTERLINE) PER THE UPPER PHILLIPS PIPELINE PLANS. REFERENCE SEEDING AND PLANTING NOTES ON SHEET 4 FOR ADDITIONAL DETAILS.
- ② INSTALL TYPE 3 CHECK DAM PER DETAIL RD1005, SHEET 11. WIDTH VARIES BASED UPON CREST LENGTH OF THE DRAINAGE DITCH.

**ESCP LEGEND**

-  RESEED AREA (LIMITS OF DISTURBANCE)
-  CHECK DAM



EXPIRES 6/30/24

**FINAL STABILIZATION PLAN**

**UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS**

  
 89 Alder Street, Central Point, OR  
 Paul DeMaggio Cell: 541-630-0285

File Name

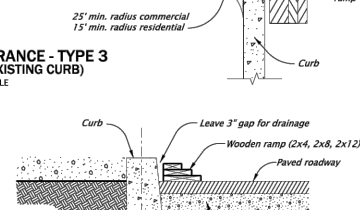
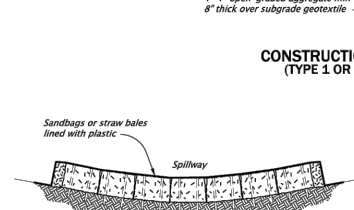
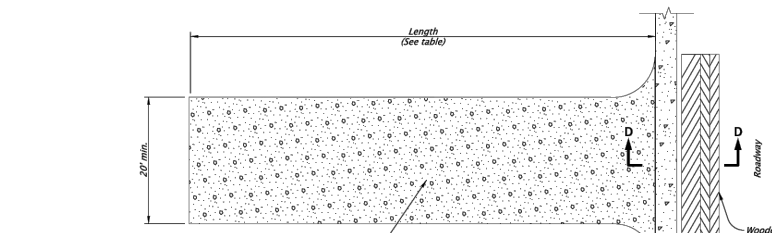
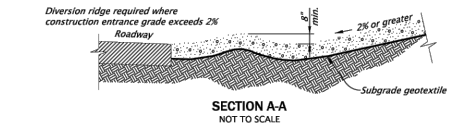
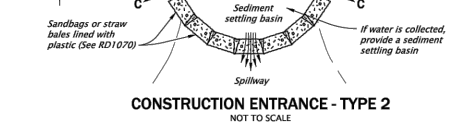
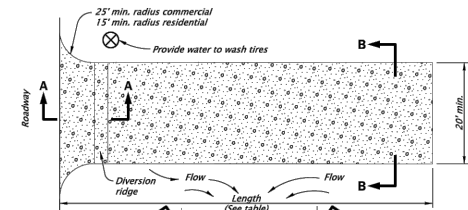
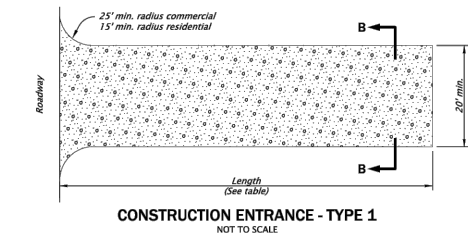
Drawing No.

Sheet 10 of 14

Designed SK	Date
Drawn SK	2023
Checked DS	12/11/23
Approved DS	
Title PROJECT MANAGER	

20-JAN-2021

RD1000.dgn



**NOTES:**  
1. The Type 1 entrance is a simple entrance without a diversion ridge or settling basin.  
2. The wooden ramp may be used on either Type 1 or Type 2 entrances in situations where there is curb and the curb is not removed for the construction entrance.

CONSTRUCTION ENTRANCE TABLE MINIMUM LENGTH	
Length (FT)	Area Of Exposed Soil (Acre)
20	0.25
50	0.25 < A < 1.0
100	A > 1.0

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**CONSTRUCTION ENTRANCES**

2021

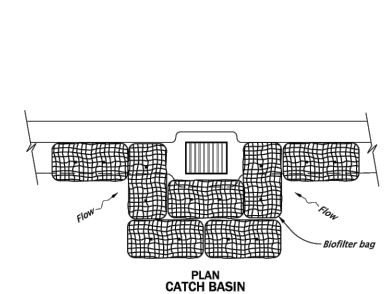
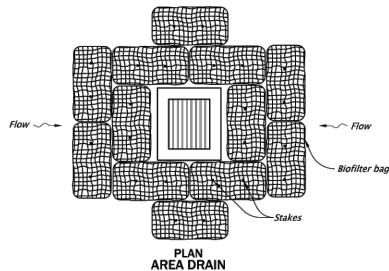
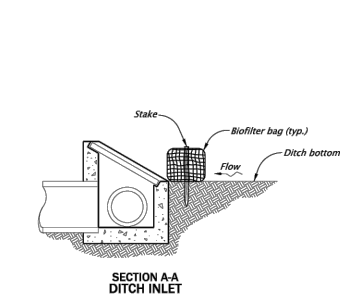
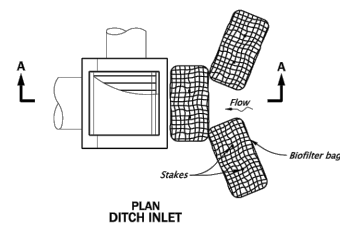
DATE	REVISION DESCRIPTION
01-2021	REMOVED CALC BOOK NUMBERS

CALC BOOK NO. N/A    SDR DATE: 20-JAN-2021    **RD1000**

Effective Date: June 1, 2023 – November 30, 2023

20-JAN-2021

RD1015.dgn



**BIOFILTER BAGS - TYPE 4**  
NOT TO SCALE

**NOTES:**  
1. Stake biofilter bags with 2"x2"x36" wood stakes, and use a minimum 2 stakes per bag. Drive stakes a minimum of 6" into the ground and flush with the top of the bags.  
2. Omit stakes when bags are placed on pavement surface.  
3. Overlap all bag joints 6".

4. Biofilter bags used on active roadways are easily displaced and made ineffective if struck by vehicles. If struck by a cyclist, falls with injury could result. On active roadways alternative inlet protection should be considered.

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**INLET PROTECTION TYPE 4**

2021

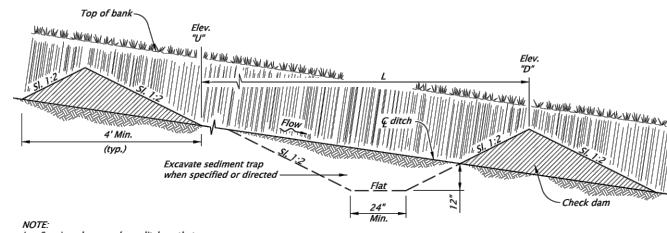
DATE	REVISION DESCRIPTION
01-2021	REMOVED CALC BOOK NUMBERS

CALC BOOK NO. N/A    SDR DATE: 20-JAN-2021    **RD1015**

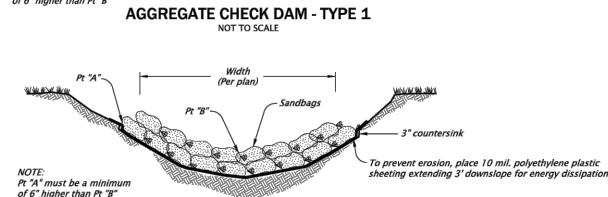
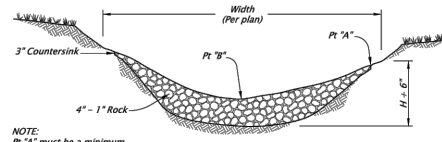
Effective Date: June 1, 2023 – November 30, 2023

20-JAN-2021

RD1005.dgn



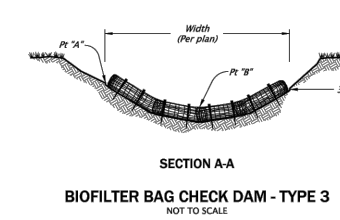
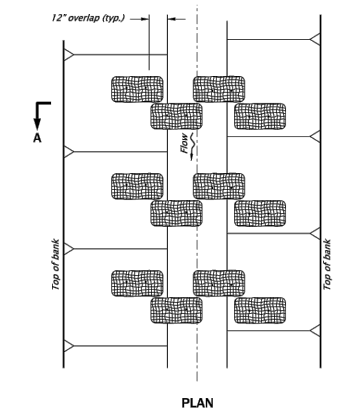
**NOTE:**  
L = Spacing along swale or ditch so that Elevation "U" equals Elevation "D".



**NOTES:**  
1. Type 3 - stake biofilter bags with two 2"x2"x18" (minimum) wood stakes per bag. Drive stakes a minimum of 6" into the ground and flush with the top of the bags. Omit stakes if placed over paved surfaces. Overlap bags 12" minimum at each joint.  
2. Type 4 - Tightly abut or overlap ends of sandbags at each joint.  
3. Spacing between check dams for all check dam types shall comply with the typical profile section shown above.

MAXIMUM CHECK DAM SPACING "L"				
Ditch Grade	H=8'	H=12'	H=18'	H=24'
10%	++	++	15'	20'
5%	++	++	18'	25'
0%	++	++	18'	25'
7%	++	++	21'	28'
6%	++	16'	25'	33'
5%	++	20'	30'	40'
4%	16'	25'	37'	50'
3%	22'	33'	50'	66'
2%	33'	50'	75'	100'

\*\* Not allowed    H = Min. dam height



**BIOFILTER BAG CHECK DAM - TYPE 3**  
NOT TO SCALE

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**CHECK DAMS TYPE 1, 3 AND 4**

2021

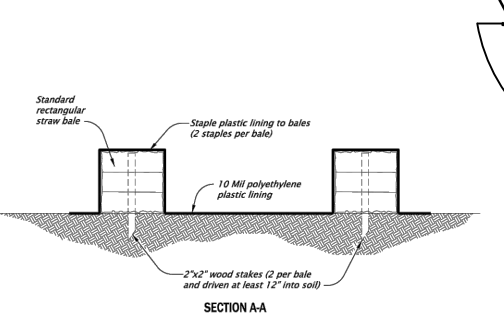
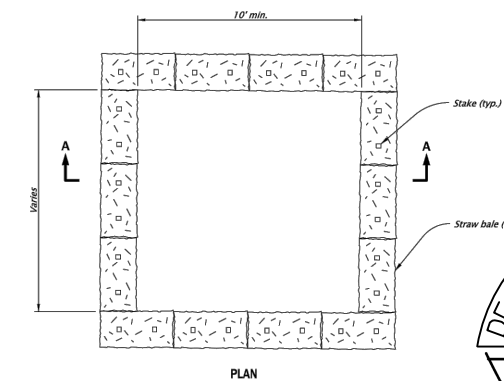
DATE	REVISION DESCRIPTION
01-2021	REMOVED CALC BOOK NUMBERS

CALC BOOK NO. N/A    SDR DATE: 20-JAN-2021    **RD1005**

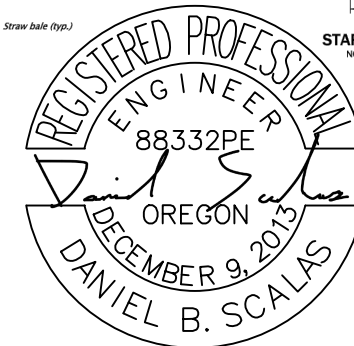
Effective Date: June 1, 2023 – November 30, 2023

20-JAN-2021

RD1070.dgn



**CONCRETE TRUCK WASH OUT FACILITY**  
NOT TO SCALE



The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**CONCRETE TRUCK WASH OUT**

2021

DATE	REVISION DESCRIPTION
01-2021	REMOVED CALC BOOK NUMBERS

CALC BOOK NO. N/A    SDR DATE: 20-JAN-2021    **RD1070**

Effective Date: June 1, 2023 – November 30, 2023

Date

2023

Designed SK

Drawn SK

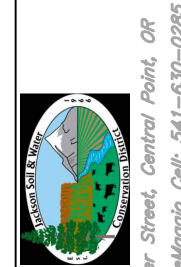
Checked DS

Approved DS

Title PROJECT MANAGER

ODOT STANDARD DETAILS

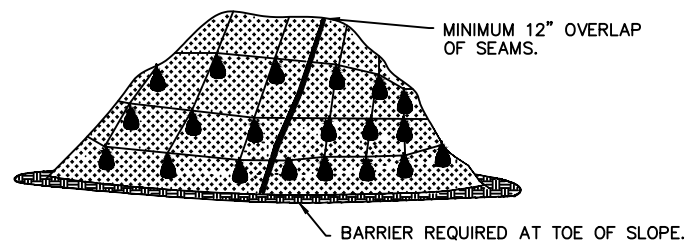
UPPER PHILLIPS PIPELINE – 1200C PERMIT PLANS



File Name

Drawing No.

Sheet 11 of 14

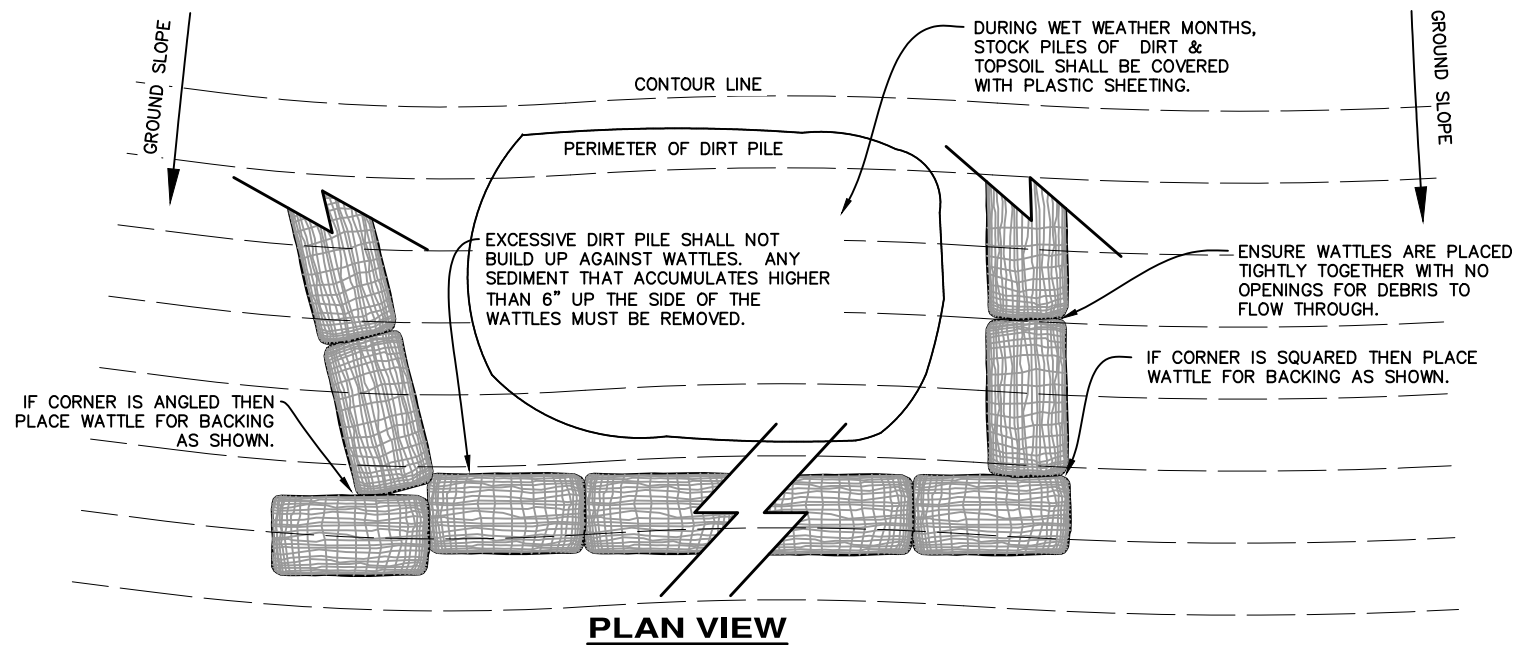


**PLASTIC SHEET FOR STORED SOILS**

**PLASTIC SHEETING NOTES**

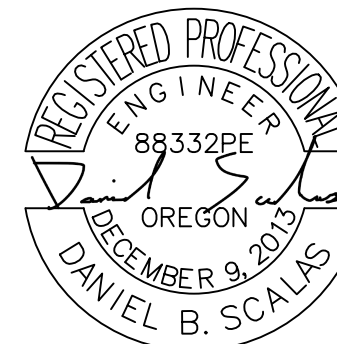
1. MINIMUM 12" OVERLAP OF ALL SEAMS REQUIRED.
2. BARRIER REQUIRED AT TOE OF STOCK PILE.
3. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES ON ROPES WITH A MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.
4. STORED SOILS MUST BE COVERED WITH PLASTIC SHEETING DURING THE WET WEATHER SHUT DOWN PERIOD.

1 PLASTIC SHEETING FOR STORED SOILS DETAIL  
12 N.T.S.



**PLAN VIEW**

2 EXCESSIVE SOIL STORAGE DETAIL  
12 N.T.S.



EXPIRES 6/30/24

Date	2023
Designed SK	
Drawn SK	12/11/23
Checked DS	
Approved DS	
Title	PROJECT MANAGER

DETAILS

UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS



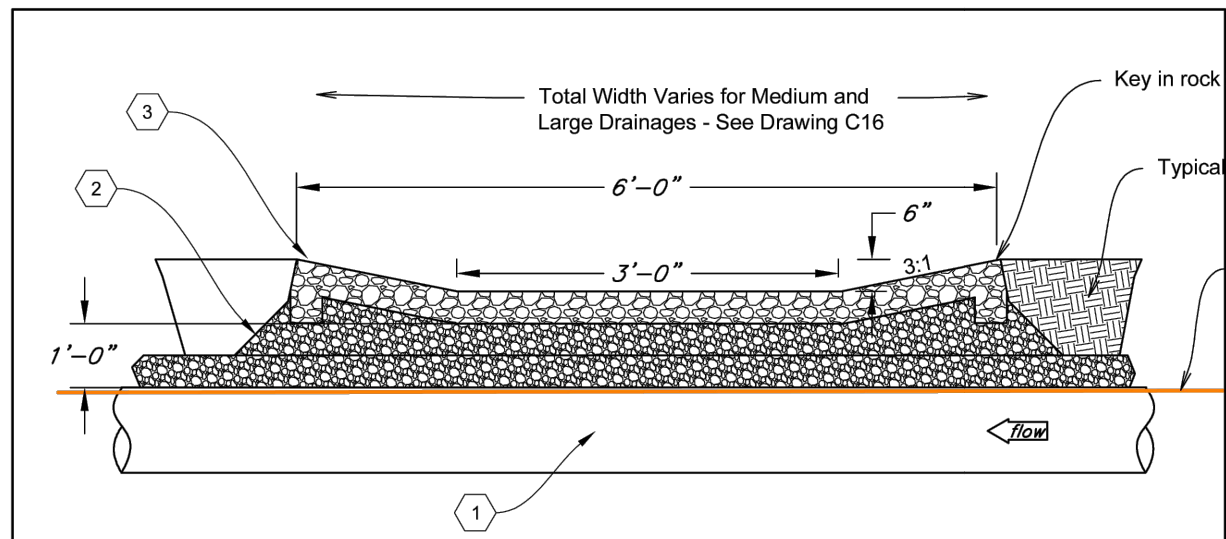
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Drawing No.

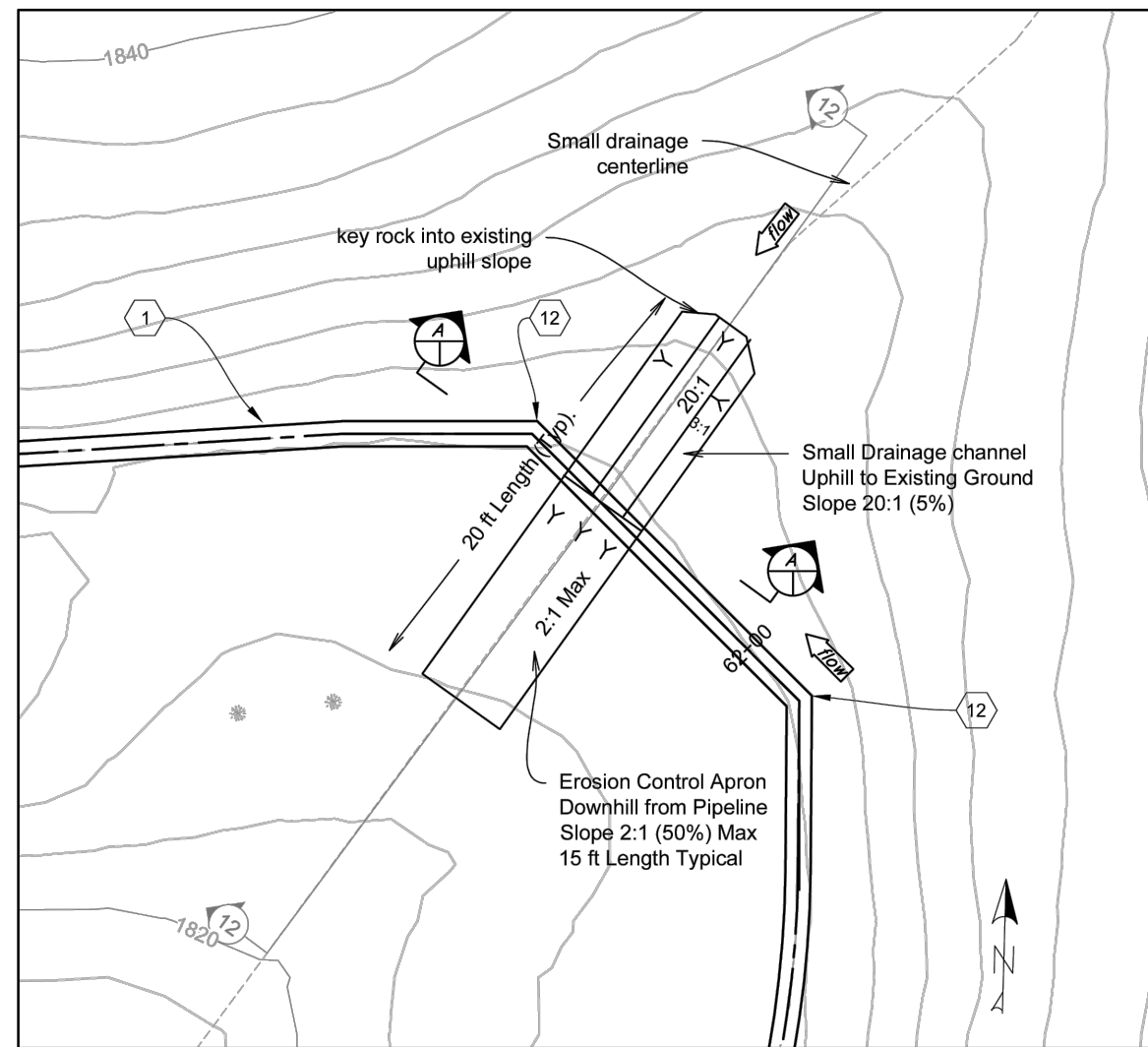
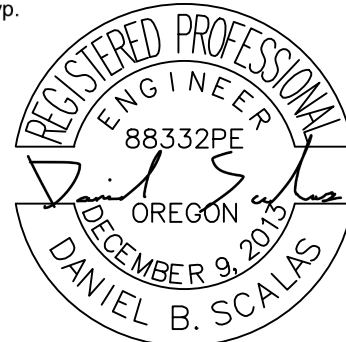
Sheet 12 of 14

**CONSTRUCTION NOTES:**

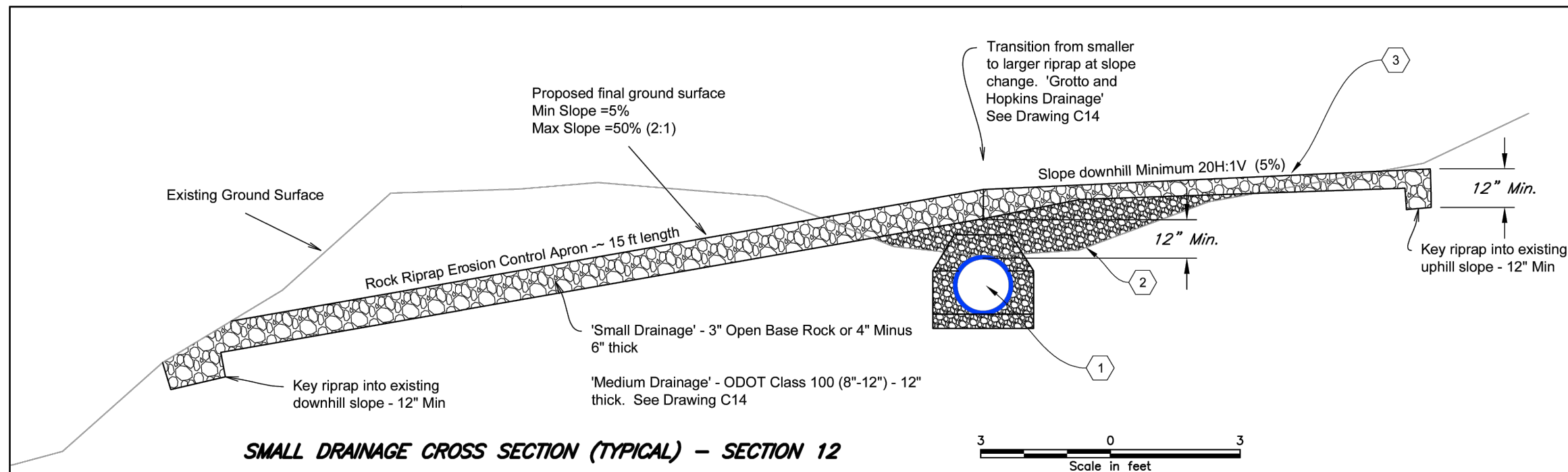
- 12-INCH SOLID WALL HDPE PIPE. See Typical Section Drawing C8
- Primary and Select Backfill of well-graded ¾"-0 or 1"-0 crushed rock or approved equal. All bedding and select backfill materials shall be subject to the approval of the engineer.
- 3" Open Base rock, 4"-0, ODOT class 50 or approved equal. 6" depth.
- Length varies based on in-field conditions and drainage slopes. Slopes to be minimum of 20H:1V (5%) and maximum of 2H:1V (50%).
- See Drainage Table Drawing C16 for list and locations of drainages.
- This sheet applicable for small and medium drainages only. Not for Cantrall Gulch.
- Cantrall Gulch Drainage see drawing C17
- Grotto Drainage - ODOT class 100 riprap used as energy dissipation apron downslope
- Excavated soil from drainage areas to be stockpiled and used as general backfill on the pipeline as needed.
- Construct Riprap During pipeline installation as part of Construction Schedule A.
- Drainage channel shall be constructed in a manner to ensure a pathway for driving small maintenance vehicles along pipeline route. 3:1 side slopes shall be used on the channel as shown.
- HDPE Pipe Elbows. See Fitting Table Drawing C14 for location and detail. Elbow locations are approximate and may be adjusted based on construction conditions.
- Drainages are typically dry during most winters and only flow during large storm events.



**SMALL DRAINAGE CHANNEL - SECTION A-A**  
-not to scale-



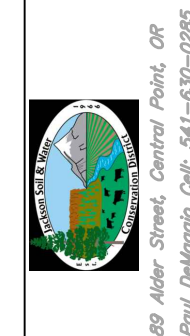
**TYPICAL SMALL DRAINAGE CHANNEL - PLAN 'Grotto'**



**SMALL DRAINAGE CROSS SECTION (TYPICAL) - SECTION 12**

Date	2023
Designed SK	12/11/23
Drawn SK	
Checked DS	
Approved DS	
Title	PROJECT MANAGER

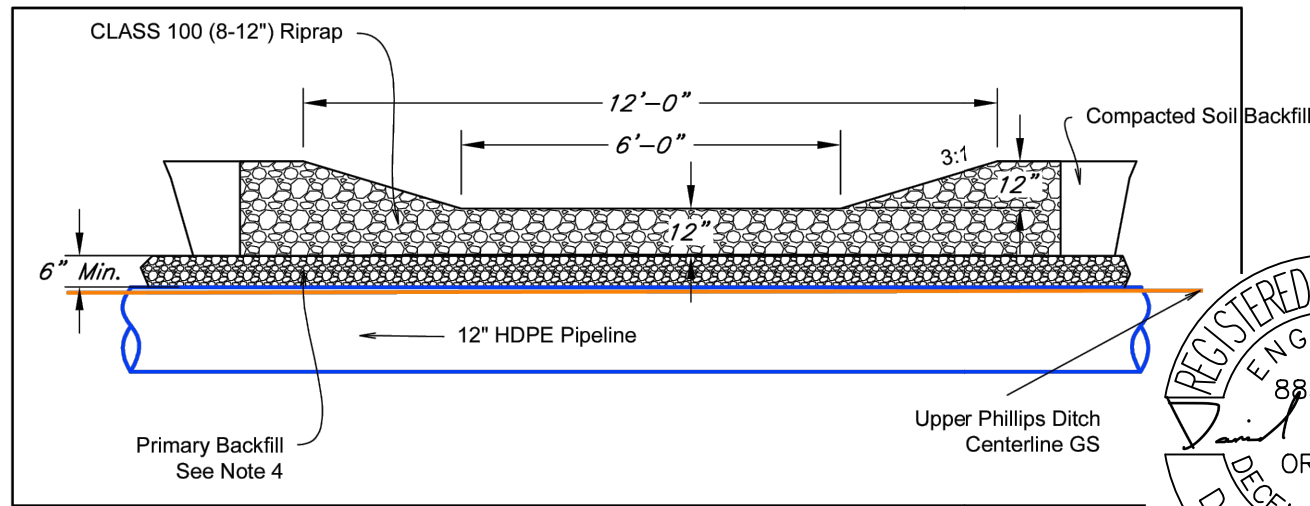
**DRAINAGE CROSSING DETAIL**  
**UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS**



File Name	
Drawing No.	
Sheet	13 of 14

**CONSTRUCTION NOTES:**

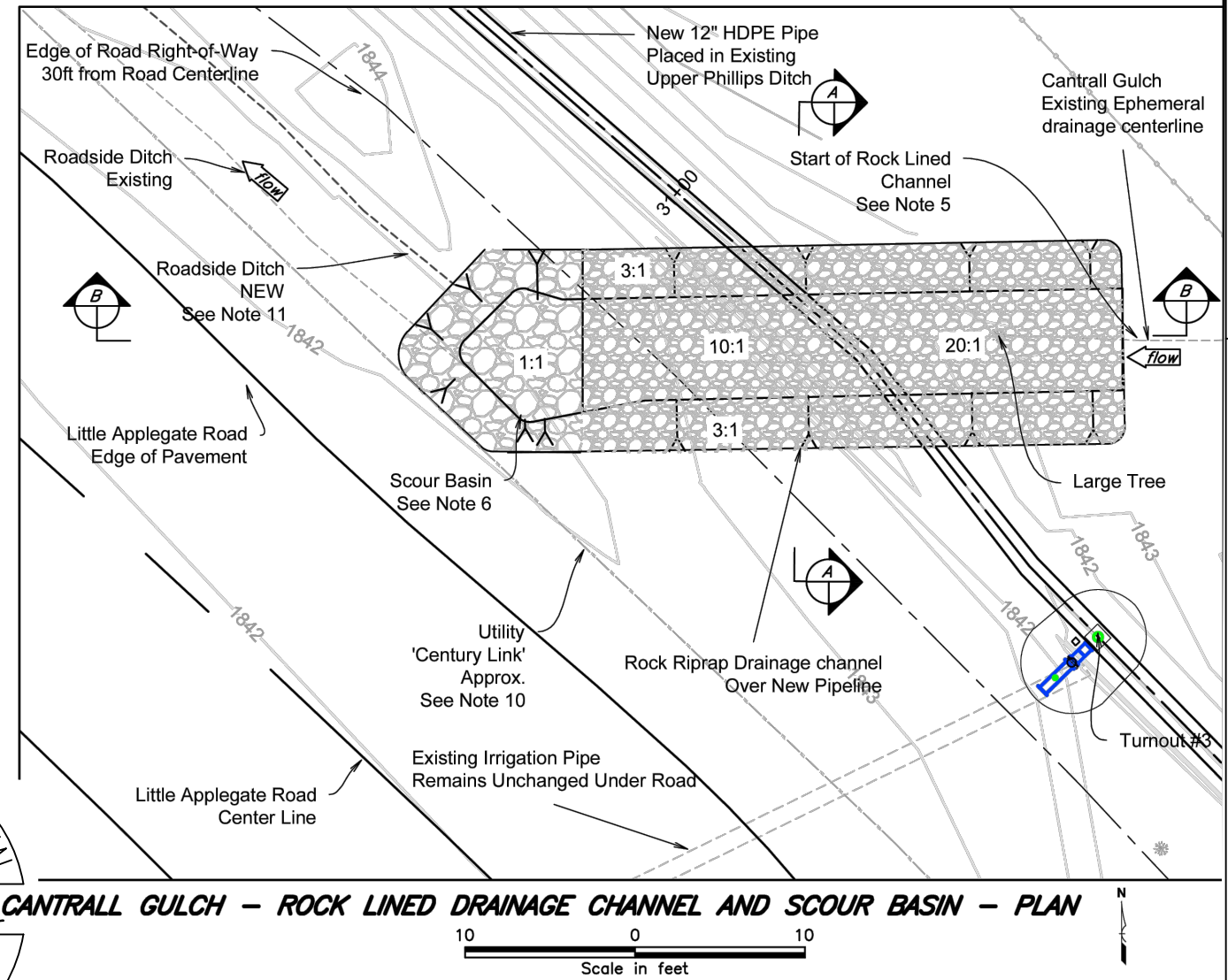
1. Rock Lined Drainage channel is part of construction schedule A and shall be constructed immediately after this section is piped.
2. Contractor responsible for appropriate Jackson County Permits related to safety and work within and near the county road.
3. Drainage Channel Shall be 6 ft wide at base, 12" Deep, with 3:1 Side slopes. 12" Thick. Class 100 (8" - 12") Riprap on slopes 10:1 or less.
4. 6" Minimum compacted primary backfill ( $\frac{3}{4}$ "-0 or 1"-0) crushed rock required above pipeline
5. Start Rock lined channel at location in existing drainage to allow 5% slope of the rock lined drainage channel over the final pipeline elevation. Blend new rock lined channel into existing drainage channel. Key Riprap a minimum of 12" as shown.
6. Scour Basin to be minimum 6 ft wide pool at least 6" below new roadside ditch centerline. Class 200 Riprap (11"-15") to be used or other approved by Jackson County Roads and engineer. See RD1050 ODOT standard drawing for reference.
7. Expand roadside ditch from this location north to new Culvert shown on Drawings C43, Detail 5
8. Shoulder Slopes of Roadside ditch shall not be steeper than 3H:1V
9. Purpose of Rock Lined Drainage is to protect the newly buried pipeline from storm events and to direct stormwater into existing roadside ditch as appropriate.
10. Location of Century Link utility estimated from design locate. Contractor responsible for final locate with utility. Relocate channel if necessary with approval from engineer.
11. New Roadside Ditch to be constructed based on Drawing C43.



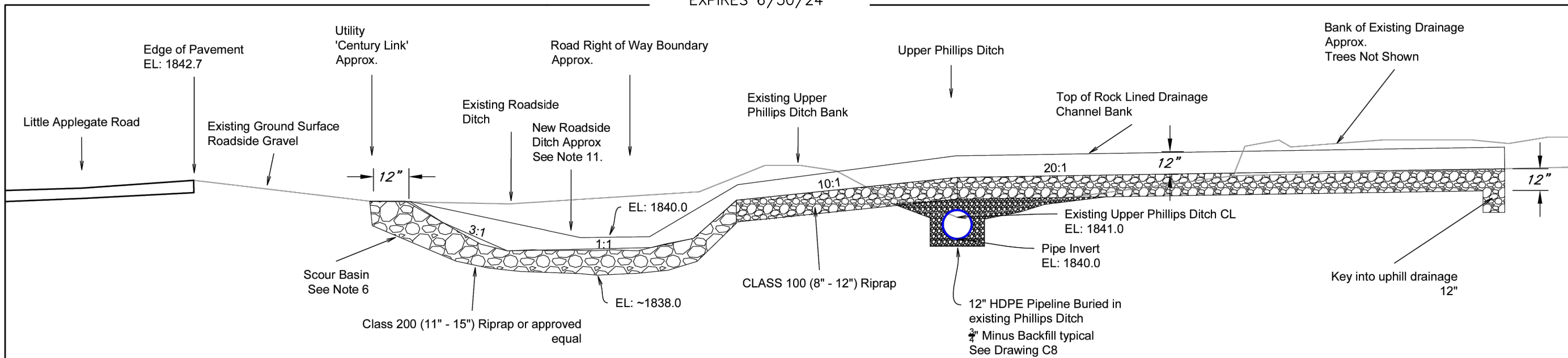
**SECTION A-A**  
-not to scale-



EXPIRES 6/30/24



**CANTRALL GULCH - ROCK LINED DRAINAGE CHANNEL AND SCOUR BASIN - PLAN**



**SECTION B-B**

Scale in feet

Date	2023
Designed SK	12/11/23
Drawn SK	
Checked DS	
Approved DS	
Title	PROJECT MANAGER

CANTRALL GULCH DRAINAGE DETAIL  
UPPER PHILLIPS PIPELINE - 1200C PERMIT PLANS

