

**CITY OF NEVADA CITY  
NEVADA CITY, CALIFORNIA 95959**

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
PAVING AND RECONSTRUCTION  
OF VARIOUS STREETS  
IN  
NEVADA CITY  
2016**

**BRYAN MCALISTER, P.E.  
CITY ENGINEER  
317 BROAD STREET  
NEVADA CITY, CALIFORNIA 95959  
(530) 265-2469**

## TABLE OF CONTENTS

### PART A – LEGAL AND PROCEDURAL DOCUMENTS

	<u>Page No.</u>
Notice to Contractor's	A-1
General Requirements	A-2
Information for Bidders	A-3
Bid Proposal	A-6
List of Subcontractors	A-8
Agreement	A-9
General Conditions	A-11

### PART B – GENERAL CONDITIONS

Index	B-2
1. Definitions	B-6
2. Preliminary Matters	B-8
3. Correlation, Interpretation, and Intent of Contract Documents	B-10
4. Availability of Lands; Physical Conditions; Reference Points	B-10
5. Bonds of Insurance	B-11
6. Contractor's Responsibilities	B-15
7. Work by Others	B-22
8. Owner's Responsibilities	B-23
9. Engineer's Status During Construction	B-23
10. Changes in the Work	B-26
11. Change of the Contract Price	B-26
12. Change of the Contract Time	B-31
13. Warranty and Guarantee; Tests and Inspections; Correction Removal or Acceptance of Defective Work	B-31
14. Payments and Completion	B-34
15. Suspension of Work and Termination	B-39
16. Arbitration	B-41
17. Miscellaneous	B-41

### SUPPLEMENTARY CONDITIONS

1. Standard Codes	B-44
2. Abbreviations	B-44
3. Time of Completion	B-44
4. Damages for Avoidable Delay	B-45
5. Insurance Requirements	B-45
6. Indemnity	B-45
7. Prevailing Wage	B-45
8. General Notes	B-48

**PART A**

**LEGAL AND PROCEDURAL DOCUMENTS**

<u>Item Number</u>	<u>Title</u>	<u>Page</u>
1	Notice to Contractors	A-1
2	General Requirements	A-2
3	Information for Bidders	A-3
4	Bid Proposal	A-6
5	Bid Schedule	A-7
6	List of Subcontractors	A-8
7	Agreement	A-9
8	General Conditions	A-11

**NOTICE TO CONTRACTORS**  
**Paving of Various Streets**

Sealed proposals for Paving of Various Streets will be received by the City at City Hall, 317 Broad Street, Nevada City, California, 95959, until **3:00 p.m. on August 4, 2016**, at which time, or as soon thereafter as practicable, all such proposals will be publicly opened and read at City Hall, 317 Broad Street, Nevada City, California.

Bids shall be enclosed and sealed in an envelope addressed to the City of Nevada City at the above stated address and shall be marked "Paving Project # 2016-02".

The work includes the furnishing of all labor, materials, and equipment required for the job in accordance with the plans, specifications and other contract documents as set forth by the City Engineer. Such bid documents will be on file with the City and are available for inspection during office hours. Bid proposal documents may be obtained at the office of said City Hall at 317 Broad Street, Nevada City, California on or after **July 20, 2016**.

\*\*\*\*\*

The City reserves the right to reject all bids; or to accept any portion of bid schedule; to reject any bid which is incomplete or irregular; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder and to waive any informality or minor irregularity of any bid.

DATED: July 20, 2016

CITY OF NEVADA CITY

\_\_\_\_\_  
Bryan K. McAlister, P.E.  
City Engineer



## **DIVISION I**

### **GENERAL REQUIREMENTS**

This specification and accompanying drawings cover the material to be furnished and labor to be performed for the Paving of Various Streets, located in the City of Nevada City, State of California and shall consist of all work hereinafter specified and shown on the accompanying drawings.

1. General requirements of the specifications:

General requirements hereunder apply to the technical sections of the specifications as applicable whether repeated therein or not.

The term "Engineer" will hereinafter mean the office of the City Engineer preparing the drawings and specifications, or his authorized representatives. All correspondence and approvals, shop drawings, submittals, etc., called for in the specifications shall be directed to the designer.

All work shall be executed to the entire satisfaction of the Engineer, and shall consist of all work hereinafter specified and shown on the accompanying drawings.

Should any contractor be in doubt as to the intent and meaning of the drawings and specifications, he/she shall make written inquiry of Engineer regarding the portion or portions of the work in question, from whom he/she shall receive a written answer; and if the drawings and specifications are in error or do not fully explain the portion or portions of the work in question, the inquiry and answer will be sent to the contractor.

Neither the OWNER, engineer, or his/her representative will be responsible in any manner for any oral answers to inquiries or for any oral instructions whatsoever.

## **INFORMATION FOR BIDDERS**

### **1. Inspection of Site**

Each bidder shall inspect the site of the work in order to determine the location of the proposed work and the actual conditions of the site. If in the course of such inspection a bidder finds conditions which appear to conflict with the letter or intent of the contract documents, or with any other information furnished him, he may apply to the City for additional information or for clarification before submitting his bid.

The submission of a proposal by the bidder shall constitute an acknowledgement that, if awarded the contract, he has relied on his own knowledge of (a) the site of work, (b) access to the site, (c) availability of existing utilities and (d) all other data and matters required for the performance of the contract. No claim for additional compensations will be allowed which is based upon a lack of knowledge of the above matters.

### **2. Examination of Contract Documents**

Each bidder shall thoroughly examine the plans, specifications, and all other contract documents. The submission of a proposal shall constitute an acknowledgement that the bidder has made such examination, and the failure of a bidder to do so shall in no way relieve him from any obligation under the bid or the contract. No claim for additional compensations will be allowed which is based upon a lack of knowledge of any contract document.

### **3. Interpretation of Contract Documents: Addenda**

No interpretation of the plans, specifications, or other contract documents will be made orally to any bidder. Oral interpretations or clarifications will be without legal effect. Each request for such interpretation shall be in writing addressed to City Engineer, City of Nevada City, 317 Broad Street, Nevada City, California 95959, and must be received by him at least five (5) days prior to the date fixed for the opening of bids. Any such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications, which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders at their addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### **4. Proposals**

Proposals shall be made on the Bid Proposal forms supplied herein. All proposals shall state the prices proposed, both in writing and in figures, shall give all other required information and shall be signed by the bidder or his authorized representative. If the

proposal is made by an individual, his name, signature, and post office address shall be shown; if made by a partnership the name and post office address of the firm and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name and post office address of the corporation, the state in which the corporation was formed and the title of the person signing on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope and marked as specified in the Notice to CONTRACTOR'S. Any erasures, alterations, omissions, or irregularities of any kind may result in a rejection of the bid. No oral, telephonic, or telegraphic proposals or modifications will be considered.

5. Bid Prices

Bid prices shall include all costs and expenses necessary for the completion of the contract, including but not limited to the furnishing of all labor and services, superintendence, material, tools, equipment, power and water, and all federal, state and local taxes. In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount of the bid.

6. List of Subcontractors

As required by Section 4104 of the Government Code, each proposal shall include (on a sheet attached to the Bid Proposal form) a statement of the names and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work of improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Such statement shall show also the portion of the work which will be done by each such subcontractor.

7. Bidder's Security

No Bid bond shall be required for this project.

8. Rejection of Bids

The City reserves the right to reject all bids; to reject any bid which is incomplete or irregular, or which is not accompanied by adequate bid security; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder; and to waive any informality or minor irregularity in any bid.

9. Award of Contract

Within sixty (60) days after the time announced for the opening bid, the City will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be made by delivering in person or by certified mail to the successful bidder a written notice of award of the contract.

10. Execution of Contract

Within ten (10) days after receiving the notice of award of the contract, the successful bidder shall execute the Agreement, in duplicate, and furnish to the City all bonds and evidences of insurance, in proper form, as required by the General Conditions.

**BID PROPOSAL**

PAVING OF VARIOUS STREETS, Nevada City, CA

To: City of Nevada City, City Hall, Nevada City, California.

The undersigned as a bidder, submits the following proposal for the Paving of Various Streets in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power, and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents referred to in the Notice to CONTRACTOR'S. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all required bonds and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within thirty **(30) working days** after receiving written notice to proceed.

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

The bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

The undersigned is (state whether individual, partnership or corporation) \_\_\_\_\_.

DATED: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of OWNER or Authorized Person

Officer  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

PHONE: \_\_\_\_\_

Cell No.: \_\_\_\_\_

CONTRACTOR'S LICENSE NO: \_\_\_\_\_

EXPIRATION: \_\_\_\_\_

BID SCHEDULE

CITY OF NEVADA CITY  
VARIOUS LOCATIONS ~ PAVING AND TRENCH RESURFACING

BID FORM

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	LS	Mobilization		\$_____
2	1,010	TON	Asphalt Concrete	\$_____	\$_____
3	1	LS	Grind Asphalt		\$_____
4	140	TON	Aggregate Base	\$_____	\$_____
5	1,200	SF	Concrete Sidewalk	\$_____	\$_____
6	250	LF	Curb	\$_____	\$_____
7	4	EA	Ramp w/ Truncated Domes	\$_____	\$_____
8	2	EA	Drainage Inlet	\$_____	\$_____
9	1	LS	Traffic Control System		\$_____
				TOTAL	\$_____

**LIST OF SUBCONTRACTORS**

<u>NAME</u>	<u>PLACE OF BUSINESS</u>	<u>PORTION OF WORK</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		
11.		
12.		
13.		
14.		
15.		

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and \_\_\_\_\_, hereinafter called "Contractor."

WHEREAS, City has caused to be prepared certain plans, specifications and other contract documents pertaining to the Paving of Various Streets in said City: and

WHEREAS, after notice duly given, City has awarded the contract for such work to contractor;

NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the Paving of Various Streets, Nevada City, California, in accordance with the plans, specifications and other contract documents hereinafter specified. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.
  
2. Contract Price. As consideration for all such work, City agrees to pay to Contractor the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable in the manner hereinafter set forth.
  
3. Contract Documents. The complete contract between the parties hereto consists of the Notice to CONTRACTOR'S, the Information to Bidders, the Bid Proposal, the Performance Bond, the Payment Bond, the General Conditions, the Plans and Specifications, and all other drawings and printed or written explanatory matter pertaining thereto. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.
  
4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within thirty (30) working days after Contractor receives said Notice to Proceed.
  
5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will ensure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate this Agreement unless, within five (5) days after service of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.
  
7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Engineer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto. Upon the written approval of said statement by the Engineer it shall be submitted to the City Council at its next regular or adjourned regular meeting, and within seven (7) days after approval by the City Council, City shall pay to Contractor a sum equal to ninety (90%) percent of the contract price apportionment. The remaining ten (10%) percent shall be paid to Contractor thirty-five (35) days after final acceptance of the work by City.
  
8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage as specified in the General Conditions. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_

CITY OF NEVADA CITY  
A Municipal Corporation

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature of OWNER or  
authorized officer)

## GENERAL CONDITIONS

### 1. Inspection of Construction

The Engineer shall have access to the work and the site of the work at all times and the Contractor shall afford such access to the Engineer and shall furnish all relevant information requested by him. At the request of the Engineer the Contractor shall open for inspection any part of the work which has been covered up, and if any part of the work has been covered up in contravention of the instructions of the Engineer, or if on being opened up, is found not to be in accordance with the terms of the contract, the expense of opening and recovering shall be charged to the Contractor. If the work has been covered up but not in contravention of such instructions and is found to be in accordance with the terms of the contract, the actual cost of opening and recovering shall be borne by the City, and in such case, if the work of opening and recovering is done by the Contractor, it shall be considered as extra work and paid for accordingly.

### 2. Change Orders

If for any reason it becomes necessary or desirable to change the alignment, dimensions, or design of the work, the City shall have the right to issue written change orders therefore. If the Contractor considers that any such change involves extra work, he shall immediately so notify the Engineer in writing, and shall make claim for compensation for such work not later than the first day of the month following the month in which the work was performed. If, in the opinion of the Engineer, any change order results in a change in the amount of work performed, the contract price shall be adjusted for extra work or omitted work, as the case may be.

### 3. Contractor's Employees and Subcontractors

The Contractor shall at all times be responsible for the adequacy and efficiency of his employees and any subcontractor and the latter's employees. All workers shall have adequate skill and experience to perform properly the work assigned to them.

### 4. Errors and Omissions

If the Contractor in the course of the work becomes aware of any error or omission in the contract documents, or of any discrepancy between such documents and the physical conditions of the work site, he shall immediately inform the Engineer, who shall take such action as he may deem necessary in order to rectify the matter. Any work done after such discovery and without the authorization of the Engineer will be at the Contractor's risk.

### 5. Guaranty of Work

For a period of one (1) year after final acceptance of the work by the City, the Contractor shall make all repairs and replacements arising out of any defective

workmanship or materials. If the Contractor fails to make such repairs or replacements within ten (10) days after receiving written notice to do so, or within such further time as may be allowed by the City, the City may undertake such repairs or replacements, in which case the Contractor shall be liable to the City for the cost thereof.

6. Contractor's Responsibility for Work

The Contractor shall be responsible for the proper care and protection of the work, and of all materials delivered to the work site, until completion of the work and its final acceptance by the City.

7. Performance Bond

No Performance bond shall be required for this project.

8. Payment Bond

No Payment (labor materials) bond shall be required for this project.

9. Workmen's Compensation Insurance

The Contractor shall carry workmen's compensation insurance for all employees working on or about the site of the work, and if any work is subcontracted, the Contractor shall require each subcontractor to carry such insurance for all of the latter's employees, unless they are covered by the Contractor's insurance.

10. Public Liability Insurance

The Contractor shall carry public liability insurance insuring against all liability and claims for personal injury, death, and property damage incident to or arising out of the operations of the Contractor, or any subcontractor, under the contract, in the following amounts: \$1,000,000.00 for personal injury or death of any one person, \$1,000,000.00 for any one accident or occurrence; and \$100,000.00 property damage. Such insurance shall include, as additional insured, the City of Nevada City, its officers, agents, and employees.

11. Evidence of Insurance: Non-Cancellation Clause

The Contractor shall deliver to the City, concurrently with the execution of the contract, certificates evidencing all insurance required by the contract, and each such certificate shall include a provision to the effect that the policy or policies cannot be canceled or materially modified unless the insurer gives the City at least fifteen (15) days written notice thereof prior to such cancellation or modification.

**PART B**  
**GENERAL CONDITIONS**

<u>Article Number</u>	<u>Title</u>	<u>Page</u>
1	Definitions	B-6
2	Preliminary Matters	B-8
3	Correlation, Interpretation and Intent of Contract Documents	B-10
4	Availability of Lands; Physical Conditions; Reference Points	B-10
5	Bonds of Insurance	B-11
6	Contractor's Responsibilities	B-15
7	Work by Others	B-22
8	Owner's Responsibilities	B-23
9	Engineer's Status During Construction	B-23
10	Changes in the Work	B-26
11	Change of the Contract Price	B-26
12	Change of the Contract Time	B-31
13	Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work	B-31
14	Payments and Completion	B-34
15	Suspension of Work and Termination	B-39
16	Arbitration	B-41
17	Miscellaneous	B-41
18	Supplementary Conditions	B-43

## INDEX TO GENERAL CONDITIONS

	Article or Paragraph Number
Access to the Work	13.5
Addenda – definition of (see definition of Specifications)	1
Agreement – definition of	1
Agreement, Execution of	2.1
Application for Payment – definition of	1
Application for Payment, Final	14.12
Application for Progress Payment	14.2
Approval of Final Payment	14.3, 14.14
Approval of Payments – in general	14.4 – 14.7.5
Arbitration	16
Availability of Lands	4.1
Award – Notice of – defined	1
Before Starting Construction	2.7 – 2.9
Bid – definition	1
Bidder – definition	1
Bonds, Additional and Insurance	5.12
Bonds and Insurance – in general	5
Bonds – definition of	1
Bonds, Delivery of	2.2
Bonds, Performance and Payment	5.1, 5.2
Cash Allowances	11.9
Change Order – definition of	1
Changes in the Work	10
Claims, Waiver of	14.16
Clarifications and Interpretations	9.3
Cleaning	6.29
Completion, Payments and	14
Completion, Substantial	14.8, 14.9
Contract Documents – definition of	1
Contract Price, Change of	11
Contract Price – definition of	1
Contract Time, Change of	12
Contract Time – Commencement of	2.5
Contract Time – definition of	1
Contractor – definition of	1
Contractor May Stop Work or Terminate	15.5
Contractor, Neglected Work by	13.12
Contractor’s Continuing Obligation	14.15
Contractor’s Fee	11.6
Contractor’s Liability Insurance	5.3
Contractor’s Pre-Start Representations	2.4
Contractor’s Responsibilities – in general	6
Contractor’s Warranty of Title	14.3
Copies of Documents	2.3
Correction or Removal of Defective Work	13.9
Correction Period, One Year	13.10
Correction, Removal or Acceptance of Defective Work – in general	13
Correlation, Interpretation and Intent of Contract Documents	3

Cost of Work	11.4, 11.5
Costs, Supplemental	11.4.5
Day – definition of	1
Defective work, Acceptance of	13.11
Defective work, Correction or Removal of	13.9
Defective work – definition of	9.4
Defective work – in general	13
Defective work, Rejecting	9.4
Definitions	1
Delivery of Bonds	2.2
Disagreements, Decisions by Engineer	9.9, 9.10
Documents, Copies of	2.3
Drawings – definitions of	1
Drawings, Record	6.19
Emergencies	6.22
Engineer – definition of	1
Engineer’s Responsibilities, Limitations on	9.11 – 9.13
Engineer’s Status During Construction – in general	9
Execution of Agreement	2.1
Fee, Contractor’s	11.6
Field Order – definition of	1
Field Order – issued by Engineer	10.2
Final Acceptance for Payment	14.12
Final Inspection	14.11
Final Payment, Approval of	14.13, 14.14
General – Miscellaneous Provisions	17.3 – 17.7
Giving Notice	17.1
Guarantee	13.1
Indemnification	6.30 – 6.32
Inspection, Final	14.11
Inspection, Tests and	13.2, 13.3
Insurance – Additional Bonds and	5.12
Insurance, Bonds and – in general	5
Insurance – Certificates of	2.9 and 5
Insurance, Contractor’s Liability	5.3
Insurance, OWNER’S Liability	5.4
Insurance, Property	5.5 – 5.11
Interpretations and Clarifications	9.3
Labor, Materials and Equipment	6.3 – 6.6
Laws and Regulations	6.15
Limitations on Engineer’s Responsibilities	9.11 – 9.13
Local Conditions – Contractor’s familiarity with	2.4
Materials and Equipment – furnished by Contractor	6.3
Materials or Equipment, Substitute	6.7
Miscellaneous Provisions	17
Modifications – definition of	1
Neglected Work by Contractor	13.12
Notice, Giving of	17.1

Notice of Award – definition of	1
Notice to Proceed – definition of	1
Notice to Proceed – giving of	2.5
“Or-Equal” Items	6.7
OWNER – definition of	1
OWNER May Stop Work	13.8
OWNER May Suspend Work, Terminate	15.1 – 15.4
OWNER’S Liability Insurance	5.4
OWNER’S Representative – Engineer to serve as	9.1
OWNER’S Responsibilities – in general	8
Partial Utilization	14.10
Patent Fees and Royalties	6.13
Payments and Completion – in general	14
Payments, Approval of	14.4 – 14.7.5
Performance, Payment and other Bonds	5.1 – 5.2
Permits	6.14, 6.15
Physical Conditions – Surveys and Reports	4.2
Physical Conditions, Unforeseen	4.3
Preconstruction Conference	2.9
Premises, Use of	6.17, 6.18
Price – Change of Contract	11
Price – Contract – definition of	1
Progress Payment, Applications for	14.2
Progress Schedule	2.8, 14.1
Project – definition of	1
Project Representative, Resident – definition of	1
Project Representative, Resident – provision of	9.8
Project Starting	2.6
Property Insurance	5.5 – 5.11
Protection, Safety and	6.20 – 6.21
Record Drawings	6.19
Reference Points	4.4
Regulations, Laws and	6.15
Rejecting Defective Work	9.4
Removal or Correction of Defective Work	13.9
Resident Project Representative – definition of	1
Resident Project Representative – provision of	9.8
Responsibilities, Contractor’s	6
Responsibilities, OWNER’S	8
Royalties, Patent Fees and	6.13
Safety and Protection	6.20 – 6.21
Samples	6.23
Schedule of Shop Drawings Submissions	2.8, 14.1
Schedule of Values	14.1
Shop Drawings and Samples	6.23 – 6.28
Shop Drawings – definition of	1
Site inspection – by Contractor	2.8
Site, Visits to – by Engineer	9.2
Specifications – definition of	1
Starting Construction, Before	2.7 – 2.9
Stopping Work – by Contractor	15.5
Stopping Work – by OWNER	13.8

Subcontractor – definition	1
Subcontractors – in general	6.8 – 6.12
Substantial Completion – certification of	14.8
Substantial Completion – definition of	1
Substitute Materials or Equipment	6.7
Subsurface Conditions	4.2, 4.3
Supplemental Costs	11.4.5
Surety – consent to payment	14.12, 14.14
Surety – qualification of	5.1, 5.2
Suspending Work, by OWNER	15.1
Suspension of Work and Termination – in general	15
Superintendent – Contractor’s	6.2
Supervision and Superintendence	6.1, 6.2
Taxes	6.16
Termination – by Contractor	15.5
Termination – by OWNER	15.2 – 15.4
Termination, Suspension of Work and – in general	15
Tests and Inspections	13.2, 13.3, 13.7
Time, Change of Contract	12
Time, Computation of	17.2
Time, Contract – definition of	1
Uncovering Work	13.6, 13.7
Use of Premises	6.17, 6.18
Values, Schedule of	14.1
Visits to Site – by Engineer	9.2
Waiver of Claims	14.16
Warranty and Guarantee – by Contractor	13.1
Warranty of Title, Contractor’s	14.3
Work, Access to	13.5
Work by Others – in general	7
Work, Cost of	11.4
Work – definition of	1
Work, Neglected by Contractor	13.12
Work, Stopping by Contractor	15.5
Work, Stopping by OWNER	15.1 – 15.4

## GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS

---

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

*Agreement* – The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

*Application for Payment* – The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments therefore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

*Bid* – The offer or proposal of the Bidder submitting on the prescribed form setting forth the prices for the Work to be performed.

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

*Bonds* – Bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

*Change Order* – A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

*Contract Documents* – The Agreement, Addenda (whether issued prior to the opening of Bid or the execution of the Agreement), Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings and Modifications.

*Contract Price* – The total moneys payable to CONTRACTOR under the Contract Documents.

*Contract Time* – The number of days stated in the Agreement for the completion of the Work, computed as provided in paragraph 17.2.

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

*Day* – A calendar day of twenty-four hours measured from midnight to the next midnight.

*Drawings* – The drawings which show the character and scope of the work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

*ENGINEER* – The person, firm or corporation named as such in the Agreement.

*Field Order* – A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

*Modification* – (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be used after execution of the Agreement.

*Notice of Award* – A written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

*Notice to Proceed* – A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Document.

*OWNER* – A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

*Project* – The entire construction to be performed as provided in the Contract Documents.

*Resident Project Representative* – The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

*Shop Drawings* – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

*Specifications* – Those portions of the Contract Document consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. The specifications are customarily organized in 16 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute. [Note: *the term “Technical Provisions” formerly described what is now referred to as the Specifications. For uniformity with the usage of other professional societies the term “Project Manual” is used to describe the volume*

*formerly referred to as “The Specifications”. The Project Manual contains documents concerning bidding requirements which in general govern relationships prior to the execution of the Agreement (such as the Invitation to Bid, Instructions to Bidders, Bid Bonds and Notice of Award) and the other portions of the Contract Documents.]*

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

*Substantial Completion* – The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it was intended: or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

*Work* – Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

## **ARTICLE 2- PRELIMINARY MATTERS**

---

### *Execution of Agreement:*

2.1 At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within fifteen days of the Notice of Award: and OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Document not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

### *Delivery of Bonds:*

2.2 When he delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with paragraph 5.1.

### *Copies of Documents:*

2.3 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Document as are

reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

*Contractor's Pre-Start Representations:*

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

*Commencement of Contract Time: Notice to Proceed:*

2.5 The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

*Starting the Project:*

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

*Before Starting Construction:*

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover, however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8 Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an

estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions.

2.9 Before starting the Work at the site, CONTRACTOR shall furnish OWNER and ENGINEER certificates of insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

### **ARTICLE 3 – CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.**

---

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, or discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

### **ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

---

#### *Availability of Lands:*

4.1 OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to

be done, rights-of-way thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

*Physical Conditions – Surveys and Reports:*

4.2 Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications.

*Unforeseen Physical Conditions:*

4.3 CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

*Reference Points:*

4.4 OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved.

## ARTICLE 5 – BONDS AND INSURANCE

---

### *Performance, Payment and Other Bonds:*

5.1 CONTRACTOR shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

### *Contractor’s Liability Insurance:*

5.3 CONTRACTOR shall purchase and maintain such insurance as will protect him from claims under workman’s compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom- any or all of which may arise out of or result from CONTRACTOR’S operations under the Contract Documents, whether such operations by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Requirements (Division 1) or required by law, whichever is greater, shall include parties. Before starting work CONTRACTOR shall file with OWNER and ENGINEER certificates of such insurance, acceptable to OWNER; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to OWNER and ENGINEER.

Any deductibles or self-insured retentions must be declared to and approved by the OWNER. At the option of the OWNER, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the OWNER guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The ENGINEER and the OWNER, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance.
2. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the ENGINEER and the OWNER, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the ENGINEER and the OWNER, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state coverage shall be cancelled by either party, except after fifteen (15) days prior written notice by certified mail, return receipt requested, has been given to the OWNER and the ENGINEER.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under *Subdivision (b) of Section 2782 of the Civil Code*.

Insurance is to be placed with a current A.M. Best's rating of no less than A:VII.

CONTRACTOR shall furnish the OWNER with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the OWNER or on other than the OWNER'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserved the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

*OWNER'S Liability Insurance:*

5.4 OWNER shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will

protect him against claims which may arise from operations under the Contract Documents.

*Property Insurance:*

5.5 Unless otherwise provided, OWNER shall purchase and maintain property insurance upon the Project to the full insurable value hereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief, and such other perils as may be specified in the Supplementary Conditions or General Requirements (Division 1), and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals).

5.6 OWNER shall purchase and maintain such steam boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractor in the Work.

5.7 Any insured loss under the policies of insurance required by paragraphs 5.5 and 5.6 is to be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.11.

5.8 OWNER shall file a copy of all policies with CONTRACTOR before an exposure to loss may occur. If OWNER does not intend to purchase such insurance, he shall inform CONTRACTOR in writing prior to commencement of the Work. CONTRACTOR may then effect insurance which will protect the interests of himself and his Subcontractor in the Work, and by appropriate Change Order the cost thereof shall be charged to OWNER. If CONTRACTOR is damaged by failure of OWNER to purchase or maintain such insurance and so to notify CONTRACTOR, then OWNER shall bear reasonable costs properly attributable thereto.

5.9 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order.

5.10 OWNER and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under paragraph 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors in accordance with paragraph 6.12.

5.11 OWNER as trustee shall have power to adjust and settle any loss within insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to OWNER'S exercise of this power, and if such objection be

made, arbitrators shall be chosen as provided in Article 16. OWNER as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

*Additional Bonds and Insurance:*

5.12 Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in paragraph 6.7).

## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

---

*Supervision and Superintendence:*

6.1 CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR’S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

*Labor, Materials, and Equipment:*

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.5 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

*Substitute Materials or Equipment:*

7.1 If the General Requirements (Division 1 of the Specifications), law, ordinance, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by paragraph 2.9 (unless another time is provided in the General Requirements), make written application to ENGINEER for approval of such substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR'S expense.

*Concerning Subcontractors:*

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person or organization by OWNER and ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any

Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any Contractor, other person or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other persons or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Document for the benefit of the OWNER.

6.12 All Work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance providing accordance with paragraphs 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under paragraph 5.9. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR under paragraph 5.5 through 5.11, inclusive.

*Patent Fees and Royalties:*

6.13 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of an invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular 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 shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and

hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

*Permits:*

6.14 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

*Laws and Regulations:*

6.15 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications and Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

*Taxes:*

6.16 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

*Use of Premises:*

6.17 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressure that will endanger it.

*Record Drawings:*

6.19 CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. [*Note: Further provisions in respect of such record drawings may be included in the General Requirements (Division 1).*]

*Safety and Protection:*

6.20 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

8.20.1 All employees on the Work and other persons who may be affected thereby,

8.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site and

8.20.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify OWNERS of adjacent utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR: 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 either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that Work is acceptable.

6.21 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be

CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

*Emergencies:*

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

*Shop Drawings and Samples:*

6.23 After checking and verifying all field measurements. CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.25 At the time of submission, CONTRACTOR shall in writing call ENGINEER'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR'S

stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.28 ENGINEER'S approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

*[Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements (Division 1).]*

#### *Cleaning*

6.29 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. *[Note: Further provisions in respect to cleaning may be included in the General Requirements (Division 1).]*

#### *Indemnification:*

6.30 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31 In any and all claims against OWNER or ENGINEER or any of their agents or employees by an employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall 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 Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

## **ARTICLE 7 - WORK BY OTHERS**

---

7.1 OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other CONTRACTOR'S who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

7.3 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work by others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other CONTRACTOR'S whose work will be affected.

7.4 If the performance of additional work by other CONTRACTOR'S or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such

additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expenses or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

## **ARTICLE 8 – OWNER’S RESPONSIBILITIES**

---

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objections, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraph 14.4 and 14.13.

8.4 OWNER’S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER’S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER’S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4 and 5.5.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instance as provided in paragraph 10.4) shall be obligated to execute Change Orders.

8.7 OWNER’S responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.2.

8.8 In connection with OWNER’S right to stop Work or suspend Work, see paragraphs 13.8 and 15.1. Paragraph 15.2 deals with the OWNER’S right to terminate services of CONTRACTOR under certain circumstances.

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

---

### *OWNER’S Representative:*

9.1 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 Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER

### *Visits to Site:*

9.2 ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work of CONTRACTOR’S.

### *Clarifications and Interpretations:*

9.3 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

### *Rejecting Defective Work:*

9.4 ENGINEER will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work as provided in paragraph 13.7, whether or not the Work is fabricated, installed, or completed.

### *Shop Drawings, Change Orders and Payment:*

9.5 In connection with ENGINEER’S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.6 In connection with ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.7 In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

*Resident Project Representative:*

9.8 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents.

*Decisions on Disagreements:*

9.9 ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution of or performance under the Contract Documents shall be referred to ENGINEER for decision; which he will render in writing within a reasonable time.

9.10 Either OWNER or CONTRACTOR may demand arbitration with respect to any such claim, dispute or other matter that has been referred to ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16, such arbitration to be in accordance with Article 14.16, such arbitration to be in accordance with Article 16. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which ENGINEER rendered his written decision in respect to the claim, dispute, or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER'S decision begin final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

*Limitations on ENGINEER'S Responsibilities:*

9.11 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decisions made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the Work.

9.12 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

9.13 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person at the site or otherwise performing any of the Work.

## **ARTICLE 10 – CHANGES IN THE WORK**

---

10.1 Without invalidating the Agreement, OWNER may make, at any time or from time to time, other additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

10.3 Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.7.

10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work to be performed as provided in paragraph 4.3, and Work performed in an emergency as provided in paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5 It is CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

## **ARTICLE 11 – CHANGE OF THE CONTRACT PRICE**

---

11.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of the occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the item involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

### *Cost of the Work:*

11.4 The term of Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 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. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foreman at the site. The expenses of performing work after regular working hours on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufactures' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specially related to the Work.

11.4.5 Supplemental costs including the following:

- 11.4.5.1 The proportion of necessary transportation, traveling, and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
- 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, 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.

- 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
  - 11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
  - 11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, and Subcontractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purposes of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.
  - 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
  - 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash item sin connection with the Work.
  - 11.4.5.9 Cost of premiums for bonds and insurance which OWNER is required to pay in accordance with paragraph 5.12.
- 11.5 The term Cost of the Work shall not include any of the following:
- 11.5.1 Payroll costs and other compensations of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contract agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9).

11.5.5 Costs due to negligence of CONTRACTOR, and 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.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

*Contractor's Fee:*

11.6 The Contractor's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraph 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor is a fee for overhead and profit shall be ten percent, and

11.6.2.3 no fee shall be payable on the tasks of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

*Cash Allowance:*

11.9 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 done by such materialmen, suppliers or Subcontractor and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

## **ARTICLE 12 – CHANGE OF THE CONTRACT TIME**

---

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services for delay by either party.

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

---

*Warranty and Guarantee:*

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approval referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, test or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

*Tests and Inspections:*

13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by OWNER unless otherwise specified.

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

*Access to Work:*

13.5 ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the Work. CONTRACTOR shall provide proper

and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

*Uncovering Work:*

13.6 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR'S expense.

13.7 If any Work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, 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, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11, and 12.

*OWNER May Stop the Work:*

13.8 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, 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 shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

*Correction or Removal of Defective Work:*

13.9 If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be

issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

*One Year Correction Period:*

13.10 If after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instruction, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

*Acceptance of Defective Work:*

13.11 If instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to approval of final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

*Neglected Work by Contractor:*

13.12 If CONTRACTOR shall fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days' written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

## ARTICLE 14 – PAYMENTS AND COMPLETION

---

### *Schedules:*

14.1 At least ten days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing and a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

### *Application for Progress Payment:*

14.2 At least ten days before such progress payment falls due (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 data and schedules as ENGINEER may reasonably require. 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 shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

### *Contractor's Warranty of Title:*

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

### *Approval of Payments:*

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days

of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.5 ENGINEER'S approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to the evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, or procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

14.6 ENGINEER'S approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed,

14.7.3 the Contract Price has been reduced because of Modifications,

14.7.4 OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.11, or

14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

*Substantial Completion:*

14.8 Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefore. If, after consideration of OWNER'S objections, ENGINEER considers the Project substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

*Partial Utilization:*

14.10 Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for

maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

*Final Inspection:*

14.11 Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will 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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

*Final Application for Payment:*

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents – all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Document and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that releases and receipts include all labor, services, materials and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify him against any Lien.

*Approval of Final Payment:*

14.13 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment – all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, he will return the Application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. OWNER shall, within ten days

of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.14 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall, upon certification by ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*Contractor's Continuing Obligation:*

14.15 CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

*Waiver of Claim:*

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

14.16.2 a waiver of all claims by CONTRACTOR against Owner other than those previously made in writing and still unsettled.

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

---

*OWNER May Suspend Work:*

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to

CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

*OWNER May Terminate:*

15.2 If CONTRACTOR is adjusted as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4 Upon seven days; written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

*Contractor May Stop Work or Terminate:*

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days of its approval and presentation,

then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed an any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the Work until he has been paid all amounts then due.

## **ARTICLE 16 – ARBITRATION**

---

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided in paragraph 14.16, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

16.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with ENGINEER. The demand for arbitration shall be made within the thirty-day period specified in paragraph 9.10 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.3 CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and OWNER in writing.

## **ARTICLE 17- MISCELLANEOUS**

---

### *Giving Notice:*

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

*Computation of Time:*

17.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of 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 shall be omitted from the computation.

*General:*

17.3 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4 All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.10 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantees or by other provisions of the Contract Documents.

17.6 Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7 The Contract Documents shall be governed by the law of the place of the Project.

## TABLE OF CONTENTS OF SUPPLEMENTARY CONDITIONS

<u>Article Number</u>	<u>Title</u>	<u>Page</u>
1	Standard Codes	B-44
2	Abbreviations	B-44
3	Time of Completion	B-44
4	Damages for Avoidable Delay	B-45
5	Insurance Requirements	B-45
6	Indemnity	B-45
7	Prevailing Wages	B-45
8	General Notes	B-48
9	Paving Locations	B-49
10	Description of Work	B-51

## SUPPLEMENTARY CONDITIONS

### 1.1 Standard Codes

The following standard codes may be referred to herein:

State of California, Standard Specifications, May 2010  
State of California, Standard Plans, May 2010  
Manual for Uniform Traffic Controls, current edition  
Uniform Building Code (ICBO), current edition  
Uniform Plumbing Code (IAPMO), current edition  
Natural Electrical Code, current edition

### 2.1 Abbreviations

Wherever the following abbreviations are used, the intent and meaning shall be interpreted as follows:

Conc.	concrete
Elev.	elevation
Ext.	exterior
FT, ft.	feet
GA, ga.	gage
MAX., max.	maximum
MIN., min.	minimum
L.F.	lineal feet
SQ. FT.	square feet
DIA	diameter
EA.	each
NO.	number
L.S.	lump sum
CMP	corrugated metal pipe
AB	aggregate base
AC	asphalt concrete
PSI, psi	pounds per square inch
PSF, psf	pounds per square foot
TYP	typical

### 3.1 Time of Completion

The CONTRACTOR shall prosecute the work so that all portions of the project shall be complete and ready for use within 20 days after the date of notice to proceed.

#### 4.1 Damages for Avoidable Delay

In accordance with the provisions of this contract, the CONTRACTOR and the OWNER agree that OWNER will incur extra cost and expense if the work is not completed within the time allowed in the previous paragraph. Inasmuch as the amount of these damages will be difficult to compute, CONTRACTOR and OWNER hereby agree that CONTRACTOR shall pay \$200.00 per calendar day for each day beyond the time of completion for which the work has not been completed by CONTRACTOR. Completion is defined for purposes of this article as the condition of the work at the time the Engineer prepares a definitive certificate of Substantial Completion as referred to in Article 14.8 of the General Conditions.

#### 5.1 Insurance Requirements

CONTRACTOR shall purchase and maintain insurance as required under Article 5.3 of the General Conditions in amounts of coverage not less than the following amounts:

- |   |   |
|---|---|
| 5.1.1 General Liability:<br>(Including operations,<br>products and completed<br>operations) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 5.1.2 Automobile Liability:   | \$1,000,000 per accident for bodily injury and property damage.   |

#### 6.1 Indemnity

CONTRACTOR shall indemnify and hold harmless ENGINEER and the OWNER and its officer, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the OWNER.

#### 7.1 Prevailing Wages

Contractor shall pay each laborer, workman or mechanic in accordance with applicable requirements of the California Labor Code. The minimum wages established at the time of preparation of this contract are printed in the current publication entitled General Prevailing Wage Rates, issued by the Director of Industrial Relations, State of California.

These wage rates are included in this article by reference and are hereby made a part of this contract.

Payroll Records (Labor code 1776)

a. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

d. A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

f. The contractor shall inform the City of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

g. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

h. The City shall cause to be inserted in the contract stipulations to effectuate this section.

i. The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

8.1 General Notes:

- A. The CONTRACTOR shall examine the working drawings: architectural, structural, mechanical and electrical, and shall notify the architect and/or engineers of any discrepancies he may find before proceeding with the work.
- B. The CONTRACTOR shall verify and be responsible for all dimensions and conditions at the site and shall notify the designer of discrepancies between the actual conditions and the information shown on the drawings before proceeding with the work.
- C. All work shall conform to the minimum standards for the latest edition of the Uniform Building Code, 2006 State of California Standard Specifications, State of California Standard Plans, and such other regulating agencies exercising authority over any portion of the work.
- D. Specifications (if included) are integral to the drawings. Notify designer before proceeding with any work if any disparity arises between drawings and specifications.
- E. All work shall conform to the best practice prevailing in the various trades comprising the work.
- F. Specific notes and details shall take precedence over General Notes and Typical Details. Dimensions shall supersede scale.
- G. Details shown describe the general intent and character of the project. Any specific areas not drawn shall be similar to those details that are related in location, intent, or function.
- H. All subcontractors shall be held responsible for all conditions, ordinances, code and requirements pertinent to their category of work as dictated by regulatory agencies.
- I. All subcontractors shall be held responsible for any damage to another's work caused by subcontractor, its employees or agents.
- J. General CONTRACTOR to maintain site in a clean and neat manner. Remove and legally dispose of all debris, rubbish, etc. Remove all materials from those not intended for their application, such as paint spatters, masking materials, asphalt, etc.

## PROJECT LOCATIONS

Argall Way: Zion to Searls  
 Beckman Lane  
 Chief Kelley: West Broad to Pello Lane  
 Nivens Street  
 York Street: N. Pine St. to Commercial St.

## PROJECT QUANTITIES

LOCATION	Asphalt Concrete	* Edge Grind 4' Taper	* Grind AC Full Width	* New Pavement / Widening	Aggregate Base
	TN	SF	SF	SF	TN
Argall Way	280	4,400			
Beckman Lane	50	200	3,200		
Chief Kelly Drive	250	300	4,400	1,400	60
Nivens Street	280	300		2,000	80
York Street	150	500	9,500		
<b>TOTAL</b>	<b>1,010</b>				<b>140</b>

\* Information item

## DESCRIPTION OF WORK

### MOBILIZATION

This item shall include all mobilization, demolition, clearing and removal of vegetation and improvements that conflict with the work, earthwork and all other incidental work as shown on the plans that is not included in other bid items.

Stumps and roots shall be removed to a minimum depth of 2' below the grading plane. All fills shall be constructed to 90% relative compaction excepting the upper 6" shall be constructed to 95% relative compaction. All excavation areas shall be scarified to 6" below subgrade and replaced at 95% relative compaction. Compaction testing shall be in accordance with Caltrans Standard Specifications.

### ASPHALT CONCRETE

Asphalt concrete shall be Type A or B 1/2-inch maximum medium gradation and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions. Asphalt cement shall be grade PG 64-16 conforming to the requirements of Section 92 of the Standard Specifications.

Paving shall be accomplished using a paving machine capable of paving widths and crown configurations required for this project. The paving machine shall comply with Section 39-5.01 of the Standard Specifications. At a minimum, the paving machine shall be capable of paving widths of 8' to 16' including a 12' lane and a 4' shoulder in a single pass. Screed extensions shall be capable of varying the width of paving as well as adjusting to the slope of the shoulder or to provide an edge taper.

Prior to starting work, the contractor shall submit a paving plan in conjunction with the Traffic Control Plan that will detail the paving methods and equipment to be employed in the work. The plan will provide a schedule for the work and the method and timing of completing the various portions of the project and address the surfacing available to public traffic during the various phases of work. The paving plan is subject to the approval of the City Engineer. No work will be allowed prior to approval.

The Contractor shall submit an asphalt concrete mix design with substantiating laboratory test results to the Engineer for approval prior to paving operations. The Engineer will review the submittal; and, if acceptable, will give approval of the mix design within 5 working days thereafter. The Contractor shall not proceed with paving operations until the mix design is approved for this project. CALTRANS preapproved mix designs are acceptable. The percentage of bitumen to be used in the asphalt concrete mix will be as designated by the Engineer.

All asphalt concrete used on the project, including on overlays, leveling courses and digouts shall be included in this item. The contract unit price paid for asphalt concrete shall include full compensation for furnishing all labor, materials, tools, equipment and

incidentals for doing all the work involved in the paving operations including raising all existing manhole frames, valve boxes, and monument boxes to finished grade of the new surfacing, and no additional compensation will be allowed.

The Contractor shall coordinate with the City Engineer or City Inspector to verify suitability of subgrade prior to paving. Asphalt tickets shall be provided to the City at end of each work day.

#### GRIND ASPHALT CONCRETE

This work shall consist of removing existing asphalt concrete surfacing as indicated in the Project Quantity Table and Paving Location Map. Material removed during a work period shall be replaced before the time the lane is to be opened to public traffic, unless the Engineer has approved an alternative plan.

Asphalt concrete grindings shall be processed to a size of not more than 2". Grindings greater than 2" shall be reprocessed to a smaller size. Grindings shall be stockpiled at a location within Nevada City and may also be used for road base, as directed by the Engineer.

The Lump Sum price paid for Grinding Asphalt Concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in grinding asphalt concrete, processing the grindings for use as shoulder backing and base material and transporting the grindings.

#### AGGREGATE BASE

Aggregate Base shall be Class II and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

All aggregate base shall be included in this item. The contract unit price paid for aggregate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in the placement, compaction and finish grading of roadway base, and no additional compensation will be allowed.

Aggregate Base tickets shall be provided to the City at end of each work day.

#### CONCRETE CURB AND SIDEWALK

Concrete work shall conform to the requirements of section 73 of the Standard Specifications and the Standard Plans. Sidewalks, curbs, and curb ramps will be constructed as shown on the plans. Work includes patching the AC surface as necessary to provide a finished surface between the curb and roadway pavement.

Concrete work will also include all work necessary to prepare the subgrade material. Subgrade shall be watered and compacted prior to placing concrete. Voids and soft areas in

the subgrade shall be backfilled with suitable material, as necessary, to provide a stable base. All sidewalk and driveway work will be paid by the UNIT PRICE for curb, sidewalk and curb ramps for all work and material necessary to construct concrete surfaces as shown on the plans.

The contract unit price paid for concrete shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in including removal and disposal of concrete, preparation of subgrade, and concrete placement to lines and grades as determined by the City Engineer. All broken utility box frames or utility box covers within the work area shall be replaced. All utility boxes shall be adjusted to grade as required to conform to new work.

#### DRAINAGE INLET

Where shown on the plans, the contractor shall provide and install a Type G1 drainage inlet with bicycle proof grate in accordance with the Standard Specifications.

The contract unit price paid for drainage inlet shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved for installation of drainage inlet in accordance with the specifications, and no additional compensation will be allowed.

#### TRAFFIC CONTROL SYSTEM

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans and the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

Construction activity requiring lane closures shall conform to the following restrictions; The travel way may be reduced to one 11 foot lane of traffic with two way stop control. The Contractor shall provide access to parking lots, driveways, residences and businesses at all times unless otherwise approved by the City Engineer. Pedestrian and bicycle access facilities shall be provided through construction areas within the right of way, unless otherwise approved by the City Engineer.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

When flaggers are required, they shall have radios and be in contact with personnel in the work area. One-way traffic shall be controlled through the project in conformance with the Caltrans Standard Plan T-13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these Special Provisions.

A Traffic Control Plan for controlling the traffic and parking, including shoulder closures, detours and lane closures on City roadways and pedestrian facilities in

conjunction with the work shall be submitted by the Contractor. The Traffic Control Plan shall be consistent with all specific site conditions and work conditions for this project. Contractor shall submit the proposed Traffic Control Plan to the City Engineer for review and comments no later than five (5) working days prior to starting work. Construction shall not begin until the traffic control plan has been reviewed and accepted by the City Engineer.

The Traffic Control Plan shall conform to the Plans, Standard Specifications, the California MUTCD dated September 26, 2006, Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and these Special Provisions.

Whenever lane lines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers approved for short term day/night use (14 days or less) by Caltrans.

Full compensation for furnishing the Traffic Control Plan, temporary markers, all signs, pedestrian and bicycle access facilities, posting signs, detours, lane closures, materials, tools, equipment, and incidentals and for doing all work involved complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer will be included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

The first paragraph of Section 12-2.02, "Flagging Costs," of the Standard Specifications is amended in its entirety to read as follows:

Full compensation for furnishing all flaggers, including transporting flaggers, and providing stands, towers, or lights for use of flaggers to provide for passage of public traffic through the work under the provisions in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Standard Specifications shall be considered as included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

#### CONSTRUCTION NOTES

All street and surface improvements shall be constructed in accordance with these specifications and the May 2010 edition of the Caltrans Standard Plans and Standard Specifications.

## GENERAL NOTES

The contractor shall not begin any work shown on these plans until the City Engineer's signature of approval is affixed hereon and all applicable permits have been obtained. There shall be an approved set of plans on the job during any construction.

The contractor shall contact the City of Nevada City Engineer to schedule a pre-construction meeting at least ten (10) working days prior to the start of construction (telephone 530-265-2496).

Contractor shall assume sole and complete responsibility for construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The contractor shall defend, indemnify and hold the owner and the design engineer harmless from any and all liability, real or alleged in connection with the performance of the work on this project, excepting for liability arising from the intentional negligence of the owner or engineer.

The contractor is hereby notified that prior to commencing construction he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities where such facilities may conflict with placement of improvements shown on this plan. Call 'Underground Service Alert' at 800-642-2444 prior to any excavation.

The contractor shall verify the location of all existing facilities interfering with the construction of improvements. If so directed by the engineer, the contractor shall stop work immediately until remedial action can be taken in the event of a conflict. Any cost resulting from the contractor's failure to report and or failure to stop work as directed will be the responsibility of the contractor.

The contractor shall request construction staking for any particular phase of work no less than two working days prior to commencement of construction. The contractor shall request a form or grade stake prior to placing of improvements.

Prior to any corrective action by the contractor which is necessary due to staking errors, the contractor shall notify the engineer for verification and restaking.

The contractor is responsible for the protection of all existing monuments and other survey markers during construction. All such monuments or markers destroyed during construction shall be replaced at the contractor's expense.

The contractor shall at his own expense provide all permits, certificates, and licenses required by law. The contractor shall obtain an encroachment permit for all work within the City.

1) 40 ft Average width

2) Taper Grind both Ends

IC: Scarls & Zion sts. and adjacent pavement at parking lot

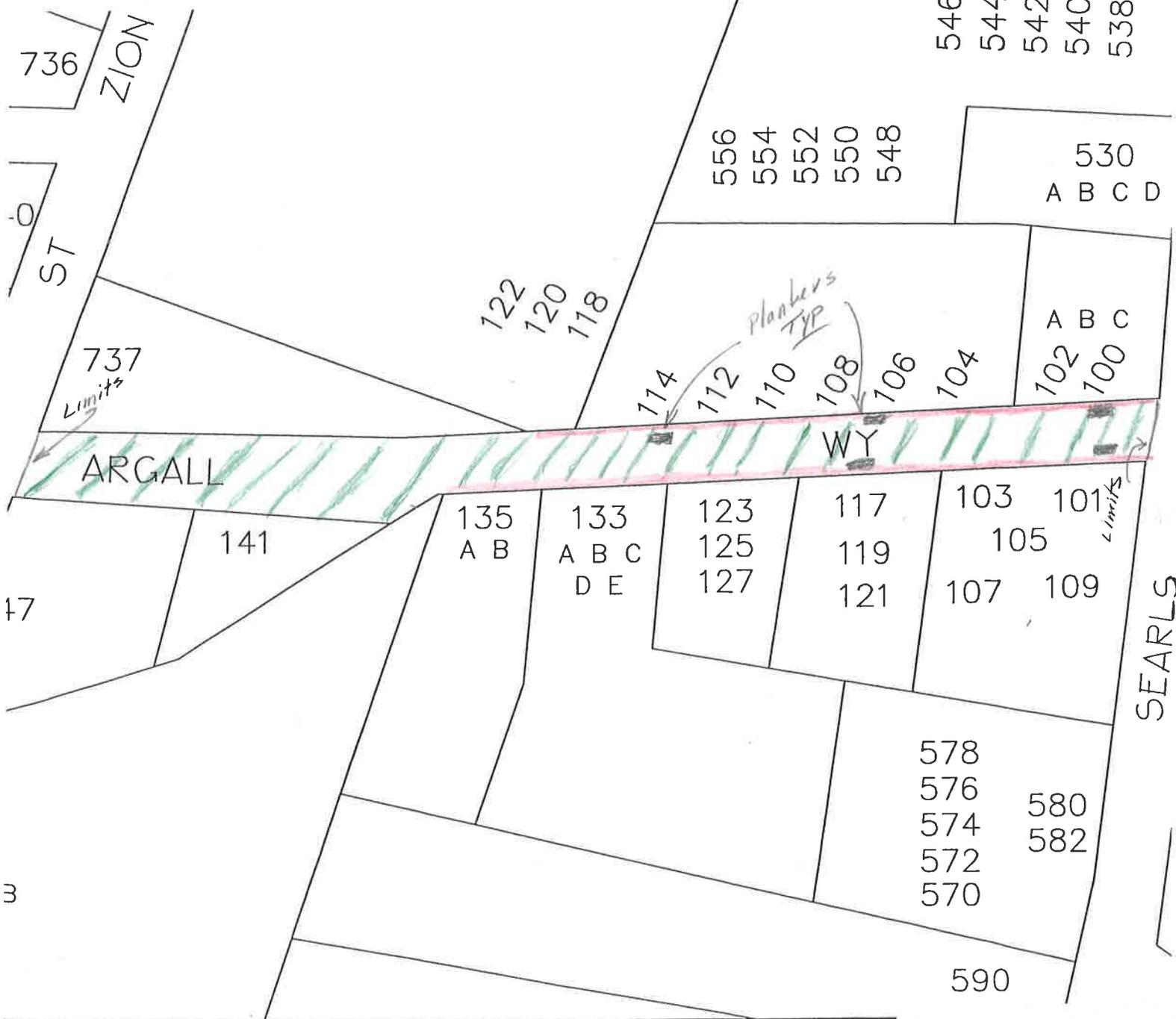
3) Taper grind at Curb and Gutter

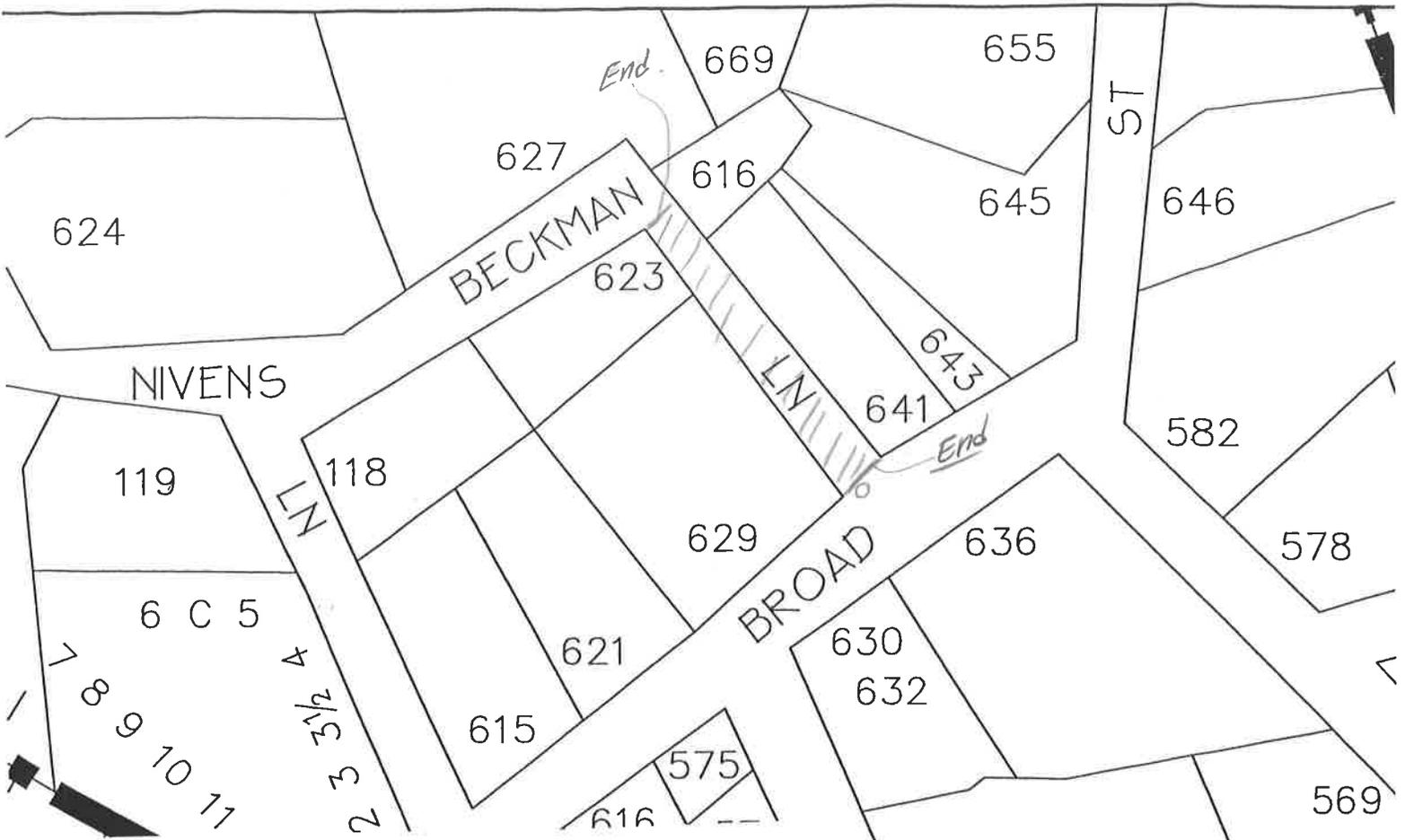
approx 1100' x 4' = 4400 SF

4) Paving 710' x 40' = 28,400 sq'  $\approx$  280 TONS.  
(1.5") OVERLAY

SCALE 1' = 100'

\*NOTE: NIGHTWORK REQUIRED FOR THIS STREET



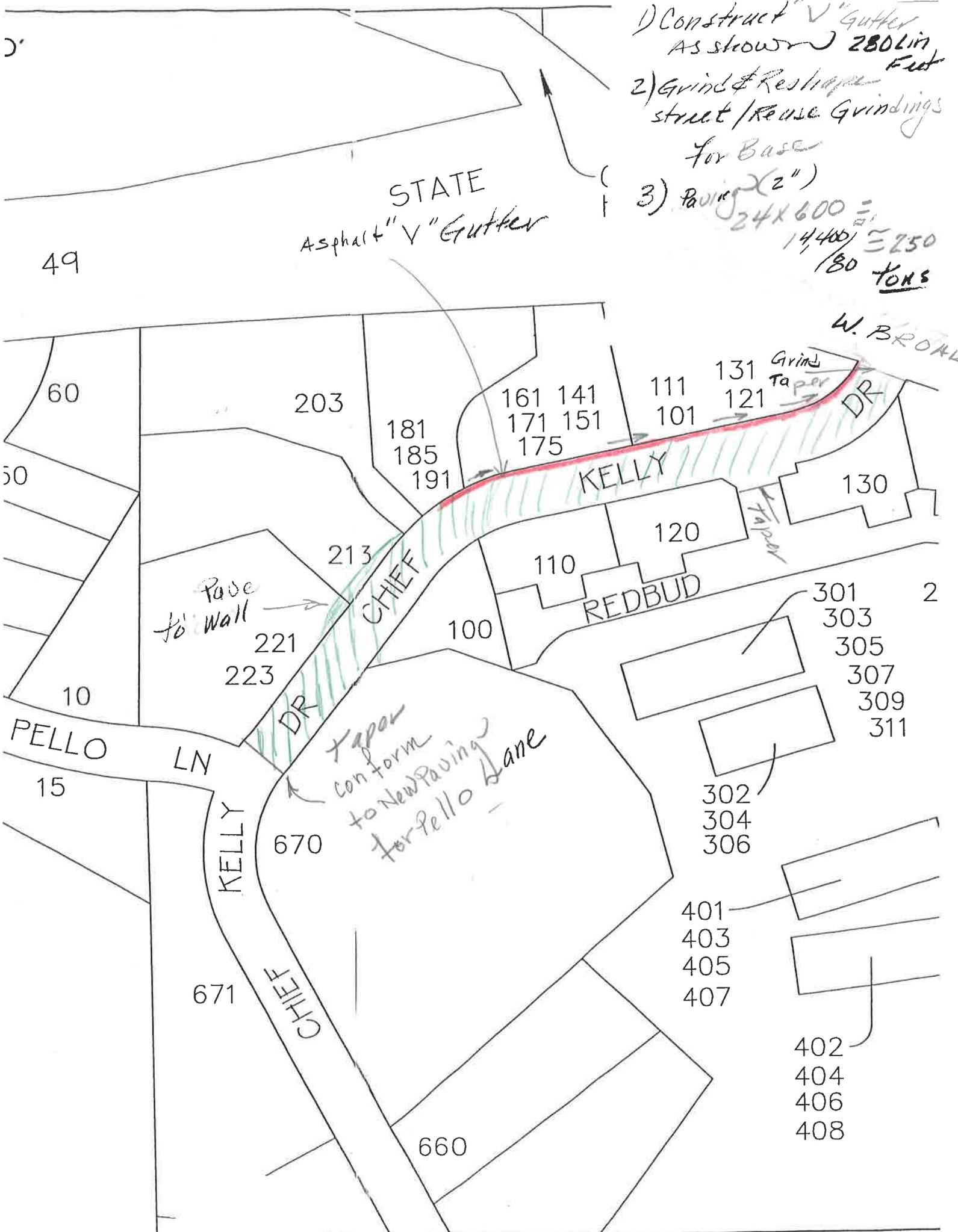


BECKMAN LN

- 1) Grind Entire Area.  
 10: E Broad St to top of Hill
- 2) Grind & Taper Both  
 Ends (Reshape street use  
 Grindings)
- 3) Paving 18' wide x 175' Long  
 (2.4") THK x 3200 SF  $\approx$  50 TN
- 4) All drainage to  $\nabla$   
 of Road from both  
 Edges -



- 1) Construct "V" Gutter  
As shown - 280 Lin Feet
- 2) Grind & Reshape  
street / Reuse Grindings  
for Base
- 3) Paving (2")  
 $24 \times 600 = 14,400 \text{ sq ft}$   
 $14,400 / 80 = 180 \text{ TONS}$



STATE  
Asphalt "V" Gutter

49

60

203

181  
185  
191

161 141  
171 151  
175

111 131  
101 121

Grind  
Taper

W. BROAD

130

120

110

REDBUD

100

Pave  
to Wall

221

223

213

CHIEF

10

PELLO LN

15

LN

KELLY

670

Taper  
conform  
to New Paving  
for Pello Lane

301 2  
303  
305  
307  
309  
311

302  
304  
306

401  
403  
405  
407

402  
404  
406  
408

660

671

CHIEF

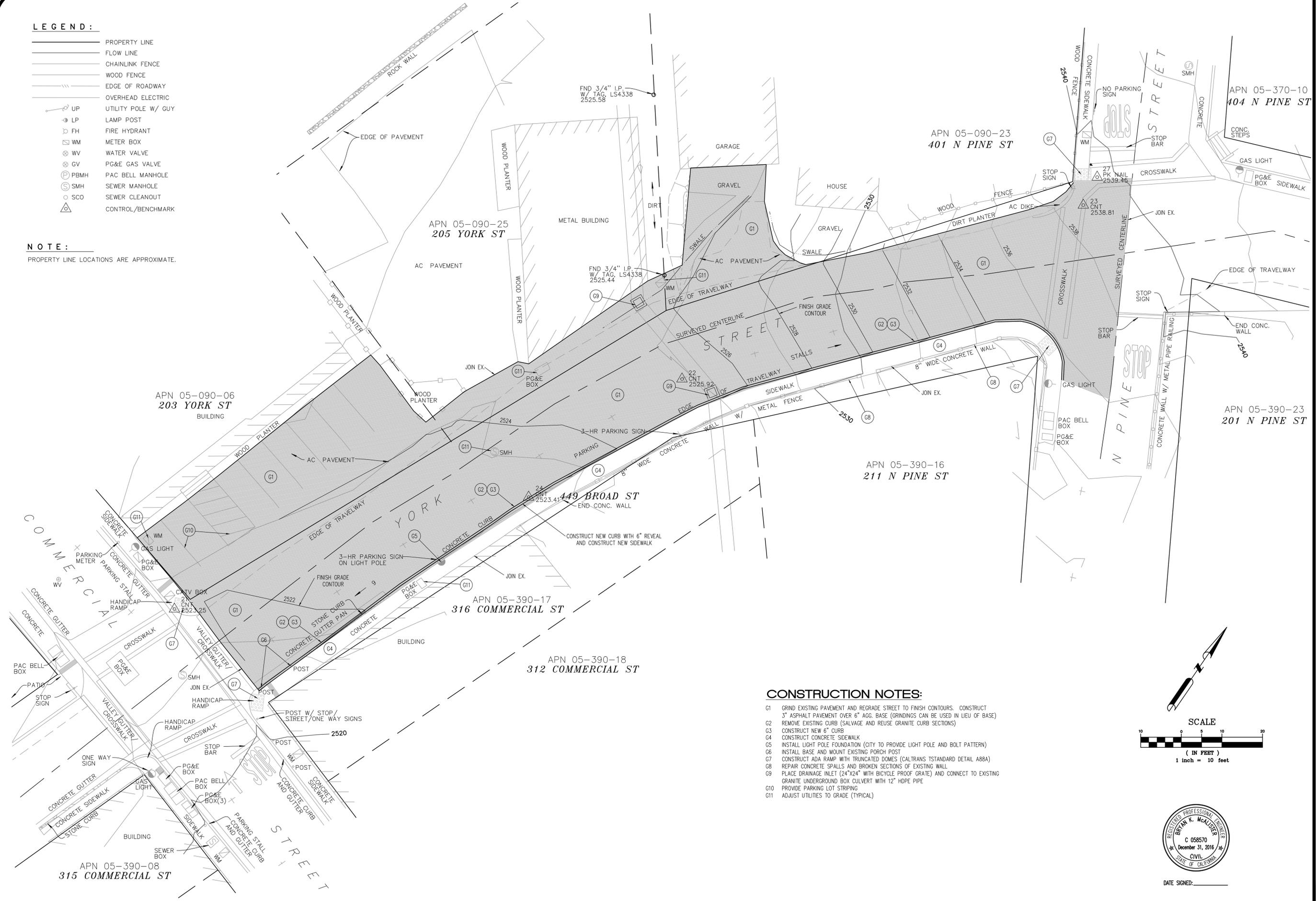


**LEGEND:**

- PROPERTY LINE
- FLOW LINE
- CHAINLINK FENCE
- WOOD FENCE
- EDGE OF ROADWAY
- OVERHEAD ELECTRIC
- UP UTILITY POLE W/ GUY
- LP LAMP POST
- FH FIRE HYDRANT
- WM METER BOX
- WV WATER VALVE
- GV PG&E GAS VALVE
- PBMH PAC BELL MANHOLE
- SMH SEWER MANHOLE
- SCO SEWER CLEANOUT
- △ CONTROL/BENCHMARK

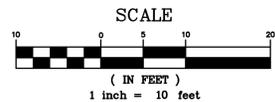
**NOTE:**

PROPERTY LINE LOCATIONS ARE APPROXIMATE.



**CONSTRUCTION NOTES:**

- G1 GRIND EXISTING PAVEMENT AND REGRADE STREET TO FINISH CONTOURS. CONSTRUCT 3" ASPHALT PAVEMENT OVER 6" AGG. BASE (GRINDINGS CAN BE USED IN LIEU OF BASE)
- G2 REMOVE EXISTING CURB (SALVAGE AND REUSE GRANITE CURB SECTIONS)
- G3 CONSTRUCT NEW 6" CURB
- G4 CONSTRUCT CONCRETE SIDEWALK
- G5 INSTALL LIGHT POLE FOUNDATION (CITY TO PROVIDE LIGHT POLE AND BOLT PATTERN)
- G6 INSTALL BASE AND MOUNT EXISTING PORCH POST
- G7 CONSTRUCT ADA RAMP WITH TRUNCATED DOMES (CALTRANS TSTANDARD DETAIL AB8A)
- G8 REPAIR CONCRETE SPALLS AND BROKEN SECTIONS OF EXISTING WALL
- G9 PLACE DRAINAGE INLET (24"x24" WITH BICYCLE PROOF GRATE) AND CONNECT TO EXISTING GRANITE UNDERGROUND BOX CULVERT WITH 12" HOPE PIPE
- G10 PROVIDE PARKING LOT STRIPING
- G11 ADJUST UTILITIES TO GRADE (TYPICAL)



DATE SIGNED: \_\_\_\_\_

NO. REVISIONS		DATE		DESIGNED: WJF / BKM	
DRAWN: BKM		PROJ. NO:		DWG: pine street design1	
DATE:		DATE:		DATE: July, 2016	

2016 MEASURE S PAVING

YORK STREET IMPROVEMENTS

NEVADA CITY CALIFORNIA

---

CITY OF NEVADA CITY  
317 BROAD STREET  
NEVADA CITY, CALIFORNIA 95959  
(530) 265-2496

C1

1 OF 1