



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

March 22, 2022 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 3.08.22
- B. Warrenton Community Library Board Meeting Minutes – 12.08.21
- C. Police Department Monthly Report – February 2022
- D. Monthly Finance Report – February 2022

Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

4. **EMPLOYEE RECOGNITION** – Janice Weese

5. **COMMISSIONER REPORTS**

6. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

7. **PUBLIC HEARINGS** – None

8. **BUSINESS ITEMS**

A. Consideration of City Commission Board Assignments

B. Consideration of NW 7th and N Main Ave Low-Pressure Sewer Project

9. **DISCUSSION ITEMS**

A. Oregon Department of Forestry - Environmental Impact Statement

B. Public Works Project Updates

C. Engineering Response to Mr. Stan Johnson's Concerns Regarding Waterline Size for Development

10. **GOOD OF THE ORDER**

11. **EXECUTIVE SESSION**

Under the authority of ORS 192.660(2)(a); *to consider the employment of a public officer, employee, staff member or individual agent.*

12. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

MINUTES
 Warrenton City Commission
 March 8, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Tom Dyer, Mark Baldwin, Gerald Poe, and Rick Newton

Staff Present: City Manager Linda Engbretson, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Finance Director April Clark, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 2.22.22
- B. Parks Advisory Board Meeting Minutes – 12.13.21
- C. Community Center Advisory Board Meeting Minutes – 11.09.21
- D. Community Center Advisory Board Meeting Minutes – 1.20.22
- E. Community Center Advisory Board Annual Meeting Minutes – 1.20.22
- F. Monthly Finance Report – January 2022

Commissioner Baldwin made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

COMMISSIONER REPORTS

Mayor Balensifer noted they will not have the expected presentation on brownfield redevelopment. He noted his involvement with the Columbia Pacific Economic Development District and explained their grant program for remediation of areas where oil and gas has been dumped (brownfields), noting the old Main Street Fuel. He is hoping for a presentation at the next meeting and noted a tour of concerning sites in Warrenton several months ago.

City Manager Linda Engbretson requested to defer discussion items 8.A and 8.B to the next meeting. There were no objections. She also requested to add the emergency purchase of Stryker LifePak 15 Monitor/AED for the Fire Department as item 7.E. There were no objections.

PUBLIC COMMENT

Tony Faletti asked if there will be a citizen advisory committee for hiring the new city manager. He also would like to see something happen with the historic library building in Hammond. Ms. Engbretson noted there is a citizen review panel or open house meet-and-greet in the adopted hiring process. Mayor Balensifer suggested if there is an official review panel, the applications be opened immediately for people to apply to be on the review panel. There were no objects to giving this direction to staff. Brief discussion continued. There was discussion about a town hall meeting for the Hammond library building. There were no objections to scheduling it for the second meeting in April.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Police Chief Mathew Workman presented Ordinance No. 1256 and Resolution No. 2620 for their second reading and adoption.

Commissioner Newton made the motion to adopt Resolution No. 2620; adopting false alarm fees. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

Commissioner Baldwin made the motion to conduct the second reading, by title only, of Ordinance No. 1256. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1256.

Commissioner Dyer made the motion to adopt Ordinance No. 1256. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

Mayor Balensifer noted a request from Spruce Up Warrenton to waive the park use for the Annual Easter Egg Hunt. He noted staff's recommendation to not waive the fee, but to pull money from the business license fund. He also noted details of the event.

Commissioner Baldwin made the motion to approve the City to cover the cost of use of the park for the annual free Community Easter Egg Hunt, by using Warrenton Business License funds. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

Public Works Operations Manager Kyle Sharpsteen noted the Commission requested staff look into a voucher program to replace the annual Spring Clean Up day. They have utilized data from

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Astoria's voucher program. Mr. Sharpsteen would like to start with one voucher and noted the anticipated \$12,000 budget. He also noted there were 141 loads at the last Spring Clean Up. Discussion followed about the usage rate and average load weight. A Recology representative spoke in support of the program and answered questions. Mayor Balensifer suggested issuing the vouchers twice a year to encourage people to use the program and clean up. Discussion followed about an instruction pamphlet on what cannot go to the dump and what will cost extra, like tires.

Finance Director April Clark discussed a contract with Isler CPA for audit services. She sent the Request for Proposals to six firms. Isler CPA was the only respondent. The contract outlines pricing for the next three years and options to renew up to four additional years. Ms. Engbretson noted municipal audits are becoming less desirable for firms to do. Brief discussion followed.

Commissioner Baldwin made the motion to award the contract for professional services to Isler CPA for Annual Independent Audit Services beginning fiscal year ending June 30, 2022. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

Fire Chief Brian Alsbury presented a request for emergency purchase of Stryker LifePak 15 Monitor/AED. He explained the Food and Drug Administration no longer allows the manufacturer to repair the current monitors and one is dead. He noted the new monitors have been in the Capital Improvement Program (CIP) for the last three years and he would like to purchase two units, but at least one. There is credit available for the old monitors. He noted they will use funds from the utility vehicle fund in the CIP, as vehicles are hard to find at this time. He gave details on the new monitors. Discussion followed. It was noted the utility vehicle will be purchased next year. There was consensus to purchase two monitors.

Commissioner Dyer made the motion to use funds from the Apparatus/Equipment Replacement Fund to purchase the replacement monitors for emergency medical response. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Newton visited the fire department to tell Chief Alsbury he is impressed with the increase in moral and improvements in the organization. He noted the numbers look good in the monthly finance report. He attended the Parks Advisory Board meeting and gave an update on the historic district signs. He discussed audit services. He noted Rural Development Initiatives is offering a grant class. He also noted highlights from Clatsop Economic Development Resources small business news and upcoming classes.

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Ms. Engbretson reminded the Commissioners of the city manager recruitment calendar. She stated after 26 years of City Commission meetings, she is in the single digits of how many she has left.

Mayor Balensifer noted at a previous meeting Mr. Ray spoke during public comment of the condition of Oregon Department of Transportation (ODOT) roads, specifically E Harbor Drive and S Main. He stated we need to elevate this a little higher. Ms. Engbretson will draft a letter from the City Commission. There were no objections to authorize the mayor's signature on the letter. He also discussed Encore Dance school and how they are expanding services. He would like to ask ODOT to install school zone/reduced speed signs there. There was consensus to add the request for school zone signs to the letter.

At 6:42 p.m. Mayor Balensifer recessed the regular meeting and announced the Commission will now meet in executive session under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:16 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Minutes

Warrenton Community Library Board Regular Meeting

December 8, 2021 - 5:30 p.m.
Warrenton City Commission Chambers
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:35 p.m.
2. Roll call: Kelsey Balensifer, Joy Wheatley-Decius, Karyn Grass (attending through Zoom), Eileen Purcell, and Library Director Kelly Knudsen. Unable to attend: Dawn DeLacey, Natalie Duggan. We proceeded with a quorum of four.
3. Recognition of guests: Karen Baltier-Long who is interested in joining the board.
4. Consent calendar:
Advisory Board Meeting Minutes 09.08.21 & 10.14.21: There were a couple changes to the minutes. Eileen motioned to approve. Joy seconded and all voted to approve the amended minutes.
5. Reports:
 - Book sale will be held December 16-18.
 - The new Library Admin Assistant, Cassandra Williams, is working out well. This is a 25-hour a week position.
 - Kelly rearranged the back room to make meeting space for 4-6 people. There is a leak in the residual hood over the meeting space so that is problematic. Kelly was told by the school maintenance person he is reluctant to move it because the space may become a restaurant again. There is a feeling the school is not invested in repairing the building. There is a small fund for maintenance and efforts are underway to make the library a more inviting space. There is a new check out system where students can use their school IDs (Warrenton/Seaside/Astoria) as their library card.
 - There is after-school peer tutoring/reading buddies meeting started with 2 child tutors. Karyn mentioned she would like to volunteer with kids in some capacity.
 - There is an adult D&D group starting and a knitting group meets on Saturdays. The plan to hold senior group didn't quite get off the ground yet.
 - Friends Group Update: Now that the group has officers (President Michelle Murray) and (Vice President Dave Zunkel), the 501c3 application can proceed. Once this is approved, the Friends can open up to fee-paying memberships. There are activities being planned to raise funds and awareness- a Libraries After Dark event with appetizers and readings by local authors. Kelly is still looking to schedule an author for the month of May 6.

6. Discussion items:

- Kelly is asking the board for input of developing a strategic planning for the next five years. If each member could contribute 2-4 priorities, she would appreciate it. The tax levy will come up again for a vote in November 2022, providing funding beginning 7/1/2023. Ideas may pertain to making the library a more inviting space, programming, remodeling, and planning for outgrowing the current site.

7. Action items:

- A. We voted and agreed to keep Kelsey as Board President and Eileen as Board Secretary for the coming year.

8. Public comment: There was no public comment.

9. Good of the order: Our 2022 quarterly meeting dates are set for the second Wednesday of the month at 5:30 p.m. in the Warrenton City Hall as follows:

March 9
June 6
September 9
December 14

9. Adjournment: The meeting was adjourned at 6:23 p.m.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: March 22, 2022
 RE: February 2022 Report

Upcoming Dates:

- March 24th, Emergency Management Senior Officials Workshop @ Camp Rilea
- April 4th, Warrenton/Hammond CERT Meeting
- April 12th to 15th, Chief Workman at OACP Conference in Bend
- April 22nd to 24th Crab, Seafood, & Wine Festival
- April 30th is the Spring DEA Drug Takeback Event here at City Hall

Month in Brief:

- February 2nd: Chief Workman attended the Homeland Security Grant meeting hosted by the State OEM.
- February 3rd: Chief Workman attended the monthly meeting of the Clatsop County Citizens Corps.
- February 14th: Chief Workman attended an informational meeting on a program offered by HIDTA called ODMAP used to track responses to drug overdose calls.
- February 15th: Carpet replaced in the WPD hallway.
- February 17th: Chief Workman attended monthly Law Enforcement Admin meeting in Seaside.
- February 22nd: Chief Workman attended the NW Regional Grant application training for the Homeland Security grants.
- February 23rd & 24th: Chief Workman attended the CIS conference virtually.

Challenges/Obstacles:

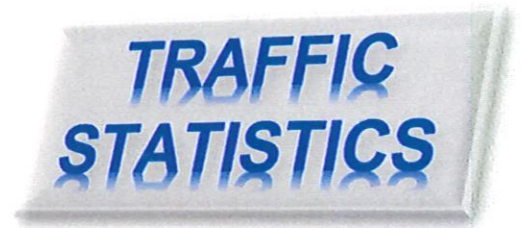
- Continue to be short-handed with two open positions, one officer at the academy, and others being gone for training, vacations, illness, injury, etc. Lots of forced OT to maintain coverage.
- Still down vehicles causing us to share three patrol vehicles putting extra miles, wear, and tear on them.

Successes:

- Ofc. Trujillo graduated from the DPSST Academy on March 17th! She will return to finish her FTEP program before she will be released to solo patrol in the coming weeks.
- Applicant Kevin Alvarez-Cardoso passed all of the steps in the hiring process and started with the department on Monday, March 21, 2021! He will start his FTEP program and then be scheduled for DPSST basic training later this summer.
- The 2022 Dodge Durango is still with the installer getting equipment installed. We hope to have it in operation soon.

Traffic Statistic Highlights:

- Two (2) DUI Arrests – (2) Alcohol, (0) Drugs
- Fourteen (14) Driving While Suspended Citations/Arrests
- Three (3) Speeding Citations
- Twelve (12) Insurance Citations
- One (1) Fail to Install Interlock Device Citations
- Three (3) Driver's License Citations
- Eighty-Eight (88) other Citations and Warnings
- Eight (8) Accident Investigations



Overall Statistics:

February Statistics (% changes are compared to 2021)							
Category	2022	2021	% Chg	2020	% Chg	2019	% Chg
Calls for Service	562	626	-10%	595	-6%	673	-16%
Incident Reports	193	218	-11%	167	16%	171	13%
Arrests/Citations	116	196	-41%	122	-5%	171	-32%
Traffic Stops/ Events	123	107	15%	149	-17%	194	-37%
DUI's	2	1	100%	4	-50%	1	100%
Traffic Accidents	8	17	-53%	12	-33%	15	-47%
Property Crimes	91	111	-18%	88	3%	74	23%
Person Crimes	54	78	-31%	49	10%	53	2%
Drug/Narcotics Calls	6	10	-40%	4	50%	8	-25%
Animal Calls	14	17	-18%	11	27%	13	8%
Officer O.T.	158	72.25	119%	241	-34%	106.5	48%
Reserve Hours	0	0	0%	0	0%	25.5	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	592	562							
Incident Reports	217	193							
Arrests/Citations	167	116							
Traffic Stops/ Events	146	123							
DUI's	4	2							
Traffic Accidents	9	8							
Property Crimes	97	91							
Person Crimes	60	54							
Drug/Narcotics Calls	0	6							
Animal Calls	8	14							
Officer O.T.	126.25	158							
Reserve Hours	0	0							

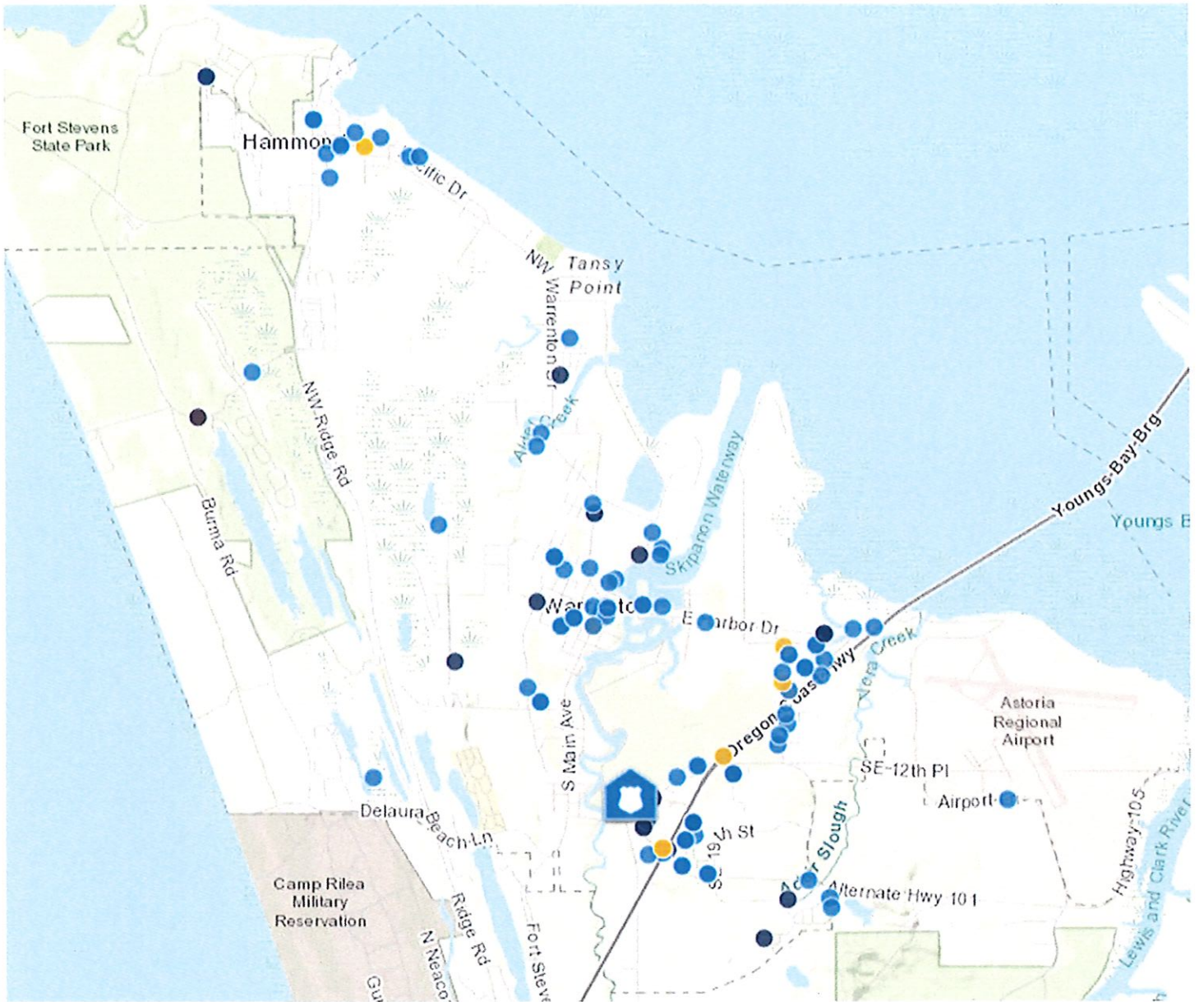
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
			1154	6924	7955	-13%	9270	-25%	9819	-29%
			410	2460	2442	1%	2469	0%	2608	-6%
			283	1698	1891	-10%	2095	-19%	1731	-2%
			269	1614	2000	-19%	2489	-35%	2627	-39%
			6	36	27	33%	36	0%	33	9%
			17	102	228	-55%	246	-59%	275	-63%
			188	1128	1191	-5%	1230	-8%	1094	3%
			114	684	830	-18%	863	-21%	849	-19%
			6	36	58	-38%	86	-58%	117	-69%
			22	132	207	-36%	289	-54%	271	-51%
			284.25	1705.5	2075.4	-18%	2194.5	-22%	1731.7	-2%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	31	11	20
Code 41 (Aggressive)	2	1	0

Elk Incidents	2022	2021
Interaction:	0	1
Traffic Accidents:	0	0
Traffic Complaints:	1	1
Total:	1	2

The following is a graphic representation of statistics for **February 2022** using our **CityProject** membership (formerly [CrimeReports.com](https://www.cityproject.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- Assault
 - Assault
 - Assault with Deadly Weapon
- Sexual Offense
 - Sexual Assault
 - Sexual Offense
 - Other Sexual Offense
- Other Violent Offense
 - Homicide
 - Kidnapping
 - Robbery
- Property & Theft
 - Property Crime
 - Breaking & Entering
 - Property Crime Commercial
 - Property Crime Residential
 - Other Property Crime
 - Theft
 - Theft from Vehicle
 - Theft of Vehicle
 - Other Theft
- Disorder/Disturbance
 - Disorder
 - Disorder
 - Drugs
 - Drugs
 - Liquor
 - Liquor
 - Quality of Life
 - Quality of Life
- 911 or Other
 - Community Events
 - Community Policing
 - Proactive Policing
 - Emergency
 - Emergency
 - Fire
 - Fire
 - Police Calls



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Monthly Finance Report
February 2022

March 22, 2022

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	.45%	.75%
Prime Rate:	3.25%	3.25%
◆ CPI-U change:	not avail.	1.7%
◆ Unemployment Rates:		
Clatsop County:	not avail.	8.0%
Oregon:	not avail.	6.2%
U.S.:	not avail.	6.2%

Department Statistics

◆ Utility Bills mailed	3,347
◆ New Service Connections	1
◆ Reminder Letters	345
◆ Door Hangers	77
◆ Water Service Discontinued	6
◆ Counter payments	380
◆ Mail payments	1,072
◆ Auto Pay Customers/pmts	707
◆ Online (Web) payments	1,146
◆ Checks issued	339

Current and Pending Projects

- ◆ ARPA Funding (first report due April 30, 2022)
- ◆ 2023-2028 Capital Improvement Program (Work session April 12, 2022)
- ◆ 2022-2023 Budget Preparation (Budget Committee Meeting May 14, 2022)

Financial Narrative as of February 28, 2022

Note: Revenues and expenses should track at 8/12 or 66.7% of the budget.

General Fund: Year to date revenues amount to \$3,436,493, which is 75.2% of the budget, compared to the prior year amount of \$3,116,098, which was 70.4% of the budget and are up by \$320,395. Increases are shown in current property tax, franchise fees, transient room taxes, municipal court, police charges, fire charges, park charges, miscellaneous, interest and leases and are offset by decreases in prior year property tax, state revenue sharing, planning fees and grants.

Expenses year to date amount to \$3,120,148, which is 61.2% of the budget, compared to the prior year amount of \$2,776,199, which was 58.9% of the budget. All departments are tracking at or under budget. All budgeted transfers from the General Fund for the year have been made.

WBL: Business license revenue amounts to \$60,635, compared to \$58,495 at this time last year, a difference of \$2,140. Year to date licenses issued is 698 compared to 670 at this time last year.

Building Department: Permit revenues this month amount to \$41,672 and \$162,277 year to date, which is 49.6% of the budgeted amount. Last year to date permit revenue was \$214,937, 45.7% of the budget.

State Tax Street: State gas taxes re-

ceived this month amount to \$44,969 for fuel sold in January and \$270,006 year to date. City fuels taxes received this month amount to \$25,845 for fuel sold in December and are \$182,908 year to date. Total gas taxes received year to date are \$452,914 compared to \$409,541 at this time last year.

Warrenton Marina: Total revenues to date are \$639,745, 100.8% of the budgeted amount, compared to the prior year amount of \$524,875, which was 98.8% of the budgeted amount. There is \$9,925 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$410,329, 116.7% of the budgeted amount, compared to the prior year amount of \$316,211, which was 135.5% of the budgeted amount. There is \$2,512 in moorage receivables outstanding.

Of the total outstanding receivables:

\$1,414 (11.4%) is current,

\$1,738 (14%) is 30-60 days past due,

\$1,260 (10.1%) is 60-90 days past due and

\$8,025 (64.5%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$171,028 and \$85,655, and \$1,698,516 and \$1,080,853 year to date for in-city and out-city respectively and totals \$2,779,369 and is 72.9% of the budget. Last year at this time, year to

date fees were \$1,695,168 and \$1,056,045, for in-city and out-city, respectively and totaled \$2,751,213.

Sewer Fund: Utility fees charged this month are \$210,380 and \$1,717,507 year to date, which is 70.2% of the budget. Last year at this time, year to date fees were \$1,654,921. Shoreline Sanitary fees year to date are \$90,320. Total revenues year to date are \$1,849,069 compared to \$1,947,492 at this time last year. The reduction of \$98,423 is a result of the closure of the septage receiving station, reduced connection charges and interest earnings.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$42,053 and \$343,430 year to date and is 70.2% of the budget. Last year to date revenues were \$330,835 which was 77.2% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$83,757 and \$17,651, and \$690,621 and \$140,922, year to date, and are 72.2% and 69% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$9,341 and is 71.9% of the budget. Last year to date revenue was \$5,660, which was 43.5% of the budget.

Financial data as of February, 2022

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,822,136	1,467,390	875,000	167.70
Plus: Revenues	243,673	3,436,493	4,569,509	75.20
Less: Expenditures				
Municipal Court	7,524	90,267	187,431	48.16
Admin/Comm/Fin(ACF)	72,984	809,805	1,223,114	66.21
Planning	11,245	135,729	287,914	47.14
Police	117,360	1,205,875	2,098,395	57.47
Fire	63,453	625,715	944,476	66.25
Parks	9,508	81,979	186,654	43.92
Transfers	-	170,778	170,778	100.00
Total Expenditures	282,074	3,120,148	5,098,762	61.19
Ending Fund Balance	1,783,735	1,783,735	345,747	515.91

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	70,838	53,439	40,000	133.60
Plus: Revenues	629	60,880	59,500	102.32
Less: Expenditures	635	43,487	77,091	56.41
Ending Fund Balance	70,832	70,832	22,409	316.09

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	747,392	847,148	840,000	100.85
Plus: Revenues	41,917	165,408	332,361	49.77
Less: Expenditures	29,356	252,603	491,145	51.43
Ending Fund Balance	759,953	759,953	681,216	111.56

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,533,982	2,608,279	1,900,000	137.28
Plus: Revenues	71,701	451,346	1,380,063	32.70
Less: Expenditures	26,197	571,139	2,983,459	19.14
Ending Fund Balance	2,579,486	2,488,486	296,604	838.99

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	455,659	266,345	265,000	100.51
Plus: Revenues	20,617	639,745	634,538	100.82
Less: Expenditures	59,998	489,812	741,644	66.04
Ending Fund Balance	416,278	416,278	157,894	263.64

Financial data as of February 2022, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	319,169	239,353	250,000	95.74	1,477,206	3,336,675	2,900,000	115.06
Plus: Revenues	2,936	410,329	351,548	116.72	260,949	2,875,911	6,492,447	44.30
Less: Expenditures	21,670	349,247	483,652	72.21	135,249	4,609,680	8,425,702	54.71
Ending Fund Balance	<u>300,435</u>	<u>300,435</u>	<u>117,896</u>	<u>254.83</u>	<u>1,602,906</u>	<u>1,602,906</u>	<u>966,745</u>	<u>165.80</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,662,640	3,110,780	3,000,000	103.69	1,558,304	1,473,868	1,300,000	113.37
Plus: Revenues	225,962	1,849,069	2,753,900	67.14	42,560	349,212	495,220	70.52
Less: Expenditures	156,352	2,227,599	4,908,806	45.38	9,259	231,475	1,182,221	19.58
Ending Fund Balance	<u>2,732,250</u>	<u>2,732,250</u>	<u>845,094</u>	<u>323.31</u>	<u>1,591,605</u>	<u>1,591,605</u>	<u>612,999</u>	<u>259.64</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	520,257	450,351	425,000	105.96	18,536	16,757	15,000	111.71
Plus: Revenues	101,633	835,000	1,165,092	71.67	547	13,606	16,600	81.96
Less: Expenditures	108,219	771,680	1,331,479	57.96	1,245	12,525	24,771	50.56
Ending Fund Balance	<u>513,671</u>	<u>513,671</u>	<u>258,613</u>	<u>198.63</u>	<u>17,838</u>	<u>17,838</u>	<u>6,829</u>	<u>261.21</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	243,154	162,709	168,000	96.85	12,340	13,174	16,220	81.22
Plus: Revenues	2,462	236,717	243,503	97.21	11,111	98,965	6,181,812	1.60
Less: Expenditures	19,294	173,104	283,477	61.06	11,067	99,755	6,198,032	1.61
Ending Fund Balance	<u>226,322</u>	<u>226,322</u>	<u>128,026</u>	<u>176.78</u>	<u>12,384</u>	<u>12,384</u>	<u>-</u>	<u>-</u>

Financial data as of February 2022, continued

(\$ Cash Balances as of February 28, 2022)

General Fund	2,052,239	Warrenton Marina	412,421	Storm Sewer	1,538,829
WBL	70,832	Hammond Marina	301,271	Sanitation Fund	409,404
Building Department	765,742	Water Fund	1,136,365	Community Center	18,482
State Tax Street	2,580,910	Sewer Fund	2,417,739	Library	228,437

Warrenton Urban Renewal Agency

Capital Projects	23,452
Debt Service	2,896,034

General Fund Revenues	Collection Frequency	2021-2022 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				Feb 2022	Feb 2021	
Property taxes-current	AP	1,171,282	99.66	1,167,339	1,089,995	3,943
Property taxes-prior	AP	35,000	44.91	15,718	27,593	19,282
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	57.09	341,406	306,948	256,594
COW - franchise fees	M	293,269	69.97	205,203	199,529	88,066
Transient room tax	Q	527,000	74.18	390,926	309,674	136,074
Liquor licenses	A	500	115.00	575	500	(75)
State revenue sharing	MQ	170,653	61.03	104,143	110,836	66,510
Municipal court	M	127,800	57.64	73,663	63,112	54,137
Planning Fees	I	65,500	64.98	42,560	45,670	22,940
Police charges	I	18,000	59.64	10,735	9,154	7,265
Fire charges	SM	106,630	95.60	101,940	87,647	4,690
Park charges	I	-	0.00	655	-	-
Miscellaneous	I	2,000	732.15	14,643	9,432	(12,643)
Interest	M	8,000	70.46	5,637	5,044	2,363
Lease receipts	M	222,761	68.03	151,546	145,004	71,215
Grants	I	-	0.00	-	11,696	-
Sub-total		3,346,395	78.49	2,626,689	2,421,834	719,706
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,223,114	66.21	809,804	694,264	413,310
Total revenues		4,569,509	75.20	3,436,493	3,116,098	1,133,016

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link, NW Nat & Charter-quarterly,
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2022. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

4.0
ADD



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Susan Walker

ADDRESS: 701 NW Wan #27

EMAIL: s.jensen97146@yahoo.com

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) Y

BRIEFLY DESCRIBE YOUR TOPIC: _____

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.

Kinnel

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST Poe

LCTC Dyer

Clatsop Plains
Elk Collab. Baldwin

Poe

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST POE

LCTC Tom

Clatsop Plains
Elk Collab. Mark

Baldwin

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST AOE

LCTC Dyer

Clatsop Plains
Elk Collab. Mark Baldwin

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST Gr. Poe

LCTC T. Dyer

Clatsop Plains
Elk Collab. M. Baldwin

Dyer

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST Rick Newton

LCTC Tona Dyer

Clatsop Plains
Elk Collab. ~~Heidi~~ Mark Baldwin

Newton

BALLOT FOR BOARD APPOINTMENTS

March 22, 2022

Write the name of the Commissioner next to the board that you wish to support their appointment.

CREST

Rick Newton

LCTC

Rick Newton

Clatsop Plains
Elk Collab.

Baldwin

I have been asked by CREST I will be handling a citizen driveway because I had education SOS & target groups I work with

From: Kelly Braaten
Sent: Tuesday, March 22, 2022 9:16 AM
To: Henry A. Balensifer III
Cc: Don Bohn; Mark Kujala
Subject: RE: PSCC Membership

Hello Henry,
Yes, this reflects our conversation and my understanding of the current PSCC bylaws.
Thanks,

Kelly Braaten | Director
Clatsop County Juvenile Department
503-325-8601 (Office)
971-704-4597 (Cell)
503-338-3648 (fax)
kbraaten@co.clatsop.or.us

From: Henry A. Balensifer III <hbalensifer@ci.warrenton.or.us>
Sent: Saturday, March 19, 2022 8:53 PM
To: Kelly Braaten <kbraaten@co.clatsop.or.us>
Cc: Don Bohn <dbohn@co.clatsop.or.us>; Mark Kujala <mkujala@co.clatsop.or.us>
Subject: PSCC Membership

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kelly,

Thank you for calling me and clarifying the board positions and state and county authorizing ordinances.

To summarize our call:

The state statute ORS 423.560 specifically enumerates the memberships of statutorily required "public safety coordinating councils" and under that statute one of the members must be: "A city councilor or mayor and a city manager or other city representative, both selected by the cities in the county." (ORS 423.560 (1) f)

However, the county, as the convening authority, restricted that membership as was their right to:

- "A Mayor selected by the cities in the county"
- "A city manager selected by the cities in the county"

The City of Warrenton does not have the statutory or other right to appoint a representative of it's government to the PSCC directly, as the position is not specific to a city, it's a county-wide appointment made by the cities, of which an appointment process is not clear. Neither you, I, or anyone in current leadership remembers why or how appointments ended up differing from the County's PSCC bylaws when the City originally appointed one of its commissioners to the board. (I believe he may have served on it before the city appointed him, but it was likely just someone asked him to join up and no formal appointment process in line with ORS or county bylaws occurred).

Since state law and county's bylaws for the PSCC state the cities are to select this, the County Commissioners don't really have to appoint, the PSCC board just needs to verify and accept the cities' appointments within the confines of the PSCC bylaws.

In order to ensure everything is above board, the 5M (5 Mayors of Clatsop County) will convene to discuss who would be willing to serve and prove that person's name (within 30 days). If a Mayor cannot be found, then the PSCC may change their bylaws to just directly mirror state law and allow cities to submit a councilor. I suggested a clearer selection method (e.g. having the 5M take the city submissions/applications and then recommend one to PSCC vs. the rather large ordeal of having to have a ballot issued to all the city councils to duke out voting for a slate of interested councilors. This method could also formalize what already occurs with the city managers as well—who have an informal and regular county-wide meeting)

Please let me know if this comports with your recollection and concur with steps to move forward on getting you a mayor/councilor person on your board. (items in parentheses are not from the original call, but suggestions following up the call).

Thank you for your help in this matter as it was a bit confusing to me. Hopefully the path forward outlined above will make it clear to all cities who may wish to participate.

Henry A. Balensifer III
Mayor
City of Warrenton
971-606-0293

To follow what's going on in our city like us on Facebook:

[Mayor Henry Balensifer FB Page](#)

[City of Warrenton Admin/General FB Page](#)

[Warrenton Police Department FB Page](#)

[Warrenton Fire Department FB Page](#)

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AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, Public Works Director
 DATE: March 22, 2022
 SUBJ: NW 7th Place & N Main Ave Low Pressure Sewer Project

SUMMARY

The NW 7th and N Main area is too low of an elevation to be served by a gravity sewer system. Installation of a low pressure sewer system in this area will allow current and future home owners to connect to the city's sewer system and not be reliant on septic systems.

Public Works is seeking Commission approval to advertise the request for bids for the NW 7th & N Main Ave low pressure sewer system project. Bid items will include traffic control, demolition, roadway and trench excavation, main and lateral installation, as well as road and driveway restoration. With 90 days to complete the project, the estimated time of completion is the end of July. The engineers estimated cost of construction is \$383,100.

RECOMMENDATION/SUGGESTED MOTION

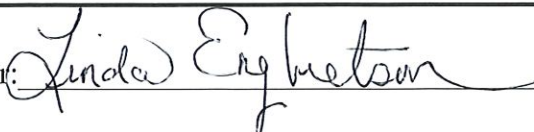
"I move to approve advertising the request for bids for the NW 7th and N Main Low Pressure Sewer System construction."

ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2021-2022 adopted budget.

Approved by City Manager: 

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

ADVERTISEMENT FOR BIDS
City of Warrenton
Clatsop County, Oregon
7th and Main Low Pressure Sewer System

General Notice

City of Warrenton (Owner) is requesting Bids for the construction of the following Project:

7th and Main Low Pressure Sewer System
3211-004

Bids for the construction of the Project must be submitted at Warrenton City Hall, 225 S Main Ave, Warrenton, OR 97146, and will be accepted until Wednesday, April 13th, 2022 at 12:00pm local time. No late bids will be accepted. At that time the Bids received will be publicly opened and read. Subcontractor declarations must be submitted at City Hall no later than 2:00pm (PST).

The Project includes the following Work:

Construction of a 2-inch and 3-inch diameter HDPE low pressure sewer main in the City of Warrenton. Contractor to furnish all labor, equipment, and materials for construction including all appurtenances, fittings, and valves. The project also includes construction of a new sanitary sewer manhole.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.civilwest.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Civil West Engineering Services, Inc.
200 Ferry Street
Albany, OR 97321

Prospective Bidders may obtain the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 10 am – 4pm as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be purchased from the Issuing Office by paying a nonrefundable \$150.00 for each set. Make checks for Bidding Documents payable to **Civil West Engineering Services, Inc.**

Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen.

Pre-bid Conference

A Pre-Bid Conference will not be held.

Instructions to Bidders.

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

This Advertisement is issued by:

Owner: City of Warrenton

By: Collin Stelzig

Title: Public Works Director

Date: 3/23/2022

Daily Journal of Commerce

Portland, OR

3/23/2022 – 4/12/2022

Daily Astorian

Astoria, Oregon

3/23/2022 – 4/12/2022

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

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

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner

that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

A Pre-Bid Conference will not be held for this project.

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

- 5.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of

materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
1. **None**
- Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

Matt Wadlington
mwadlington@civilwest.net
541-266-8601

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such

proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally

vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

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

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

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

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- A. When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Warrenton

225 S Main Ave

Warrenton, OR 97146

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statement with supporting data; or Contractors ODOT Prequalification Form

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

	Description	Est. Quantity	Unit	Unit Amount	Total
1	Mobilization, Bonds, and Insurance	1	LS		
2	Construction Facilities and Temporary Controls	1	LS		
3	Demolition and Site Preparation	1	LS		
4	Sawcutting 10" Concrete	700	LF		
5	Sawcutting AC	836	LF		
6	2" HDPE SDR 11 LPSS Main Installation	155	LF		
7	3" HDPE SDR 11 LPSS Main Installation	1845	LF		
8	Lateral Installation	18	EA		
9	2" Fittings, Valves, and Appurtenances	1	LS		
10	3" Fittings, Valves, and Appurtenances	1	LS		
11	Combination Air Release Valves	4	EA		
12	Sanitary Sewer Manhole	1	EA		
13	Road Restoration - Asphaltic Concrete (8" base, 4" overlay)	39	TON		
14	Driveway Restoration - Concrete	120	SQ FT		
15	Driveway Restoration - Asphaltic Concrete	16	TON		
16	Driveway Restoration - Gravel	21	TON		
17	Landscape and Misc Restoration	1	LS		

Total (Written)

Total

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

EJCDC® C-410, Bid Form for Construction Contract.

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4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

_____ *(typed or printed name of organization)*

By: _____ *(individual's signature)*

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Date: _____ *(typed or printed)*

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____ *(individual's signature)*

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Date: _____ *(typed or printed)*

Address for giving notices:

Bidder's Contact:

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Warrenton Address <i>(principal place of business)</i> : 225 S Main Ave Warrenton, OR 97146	Bid Project <i>(name and location)</i> : 7th and Main Low Pressure Sewer System NW 7th Pl & N Main Ave Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <i>(Full formal name of Bidder)</i>	Surety <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CONTRACT FORM C451
BIDDER'S PREQUALIFICATION FORM**

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/Prequalification.aspx>

The ODOT Prequalification Letter is acceptable in lieu of this form.

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business’s organizational structure:

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

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

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

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

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

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

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

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

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

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

ARTICLE 7—INSURANCE

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

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

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

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

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

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

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

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

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Schedule A—Current Projects

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

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

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

SECTION 00461 – Oregon Bidder Residency Statement

OREGON BIDDER RESIDENCY STATEMENT

This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.

279A.120 Preference for Oregon goods and services; non-resident bidders.

(1) As used in this section:

- (a) "Non-resident bidder" means a bidder who is not a resident bidder.
- (b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(2) For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state and has stated in the Bid whether the Bidder is a "resident Bidder".

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined in ORD 279A.120.

a. Check one: Bidder is a () resident Bidder () non-resident Bidder

b. If a resident Bidder, enter your Oregon business address:

c. If a non-resident Bidder, enter state of residency: _____

d. If a non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with governmental bodies in your state?

Check one: () Yes () No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of Bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

Bidder certifies that the information provided herein is true and accurate.

Signature: _____ Title: _____

Name: _____ (Print or Type)

Firm: _____

Telephone: _____ Date: _____

SECTION 00462 – Drug Testing Program Certification

BIDDER DRUG TESTING PROGRAM CERTIFICATION

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder has an employee drug testing program in place as required by ORS 279C.505 (2).

CERTIFICATION:

Bidder certifies that it has an employee drug testing program in place as required by ORS 279C.505 (2).

Signature: _____ Title: _____

Name: _____ (Print or Type)

Firm: _____

Telephone: _____ Date: _____

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SECTION 00463 – Non-Discrimination Certification

NON-DISCRIMINATION CERTIFICATION

This page must be completed, signed, and returned with the Bid Schedule.
Failure to do so will result in bid rejection.

279A.110 Discrimination in subcontracting prohibited; remedies.

- (1) A bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.*
- (2) A contracting agency may debar or disqualify, under ORS 279B.130 or 279C.440, as appropriate, a bidder or proposer if the contracting agency finds that the bidder or proposer has violated subsection (1) of this section in the awarding of a subcontract in connection with a contract advertised by the contracting agency or a contract between the contracting agency and the bidder or proposer. A debarred or disqualified bidder or proposer may appeal the debarment or disqualification under ORS 279B.425 or ORS 279C.445 and 279C.450, as appropriate.*
- (3) A contracting agency may not allege an occurrence of discrimination in subcontracting as a basis for debarring or disqualifying a bidder or proposer under subsection (2) of this section more than three years after the alleged discriminatory conduct occurred or more than three years after the contracting agency, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.*
- (4) A bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a public contract that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.*
- (5) After a contractor is awarded a public contract, if the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a breach of contract that permits:
 - (a) Termination of the contract; or*
 - (b) The contracting agency to exercise any remedies for breach of contract that are reserved in the contract.**

CERTIFICATION:

Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110 (1), against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

Signature: _____ Title: _____

Name: _____ (Print or Type)

Firm: _____

Telephone: _____ Date: _____

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SECTION 00464 – State Tax Law Compliance Certification

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

I, the undersigned, hereby swear or affirm under penalty of perjury that:

I am authorized to act on behalf of bidder, that I have authority and knowledge regarding the payment of taxes, and that bidder is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' means those programs listed in ORS305.380 (4). Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue.

Signature: _____ Title: _____

Name: _____ (Print or Type)

Firm: _____

Telephone: _____ Date: _____

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SECTION 00465 – CCB License Certification

**CERTIFICATION OF LICENSING BY OREGON CONSTRUCTION
CONTRACTORS BOARD**

**This page must be completed, signed, and returned with the Bid.
Failure to do so will result in bid rejection.**

This certifies that the below named Bidder is licensed by the State of Oregon Construction Contractor's Board required by ORS 279C.365 (1) (k).

CERTIFICATION:

Bidder hereby certifies that it is licensed by the State of Oregon Construction Contractor's Board and is not disqualified by the Board from performing a public improvement contract, as required by ORS 279C.365 (1) (k).

Signature: _____ Title: _____

Name: _____ (Print or Type)

Firm: _____

Telephone: _____ Date: _____

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Warrenton Owner's Project No.:
Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 3211-004
Project: 7th and Main Low Pressure Sewer System
Bidder:
Bidder's Address:

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

Warrenton 7th and Main Low Pressure Sewer System

Construction of a 2-inch and 3-inch diameter HDPE low pressure sewer main in the City of Warrenton. Contractor to furnish all labor, equipment, and materials for construction including all appurtenances, fittings, and valves. The project also includes construction of a new sanitary sewer manhole.

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

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Warrenton
By (signature):
Name (printed):
Title:
Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between City of Warrenton ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a 2-inch and 3-inch diameter HDPE low pressure sewer main in the City of Warrenton. Contractor to furnish all labor, equipment, and materials for construction including all appurtenances, fittings, and valves. The project also includes construction of a new sanitary sewer manhole.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **7th and Main Low Pressure Sewer System**

ARTICLE 3—ENGINEER

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

3.02 The part of the Project that pertains to the Work has been designed by **Civil West Engineering Services, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times: Dates*

A. The Work will be substantially complete 90 days from the Notice to Proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 120 days from the Notice to Proceed.

4.02 *Liquidated Damages*

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

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

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

4.03 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

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

_____ \$ _____
(IN WORDS) (IN NUMBERS)

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 2% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages__ to __, inclusive)
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

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NOTICE TO PROCEED

Owner: City of Warrenton Owner's Project No.: _____
Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 3211-004
Contractor: _____ Contractor's Project No.: _____
Project: 7th and Main Low Pressure Sewer System
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [date Contract Times are to start] pursuant to Paragraph 4.01 of the General Conditions.

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

In accordance with the Agreement: [Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]

The date by which Substantial Completion must be achieved is [date for Substantial Completion, from Agreement], and the date by which readiness for final payment must be achieved is [date for readiness, from Agreement].

[or]

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

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

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

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

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PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Warrenton Mailing address <i>(principal place of business)</i> : 225 S Main Ave Warrenton, OR 97146	Contract Description <i>(name and location)</i> : 7th and Main Low Pressure Sewer System NW 7th Place & N Main Ave Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

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

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

14. Definitions

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

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Warrenton Mailing address <i>(principal place of business)</i> : 225 S Main Ave Warrenton, OR 97146	Contract Description <i>(name and location)</i> : 7th and Main Low Pressure Sewer System NW 7th Pl & N Main Ave Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 1.1.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

7.06 *Substitutes*

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

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

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

c. *Construction Equipment Rental*

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

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

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

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

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

D. *Contractor's Fee*

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

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

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

13.02 Allowances

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

13.03 Unit Price Work

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

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

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

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

14.07 Owner May Correct Defective Work

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

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

15.01 Progress Payments

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

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

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

C. *Review of Applications*

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

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

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

15.04 *Partial Use or Occupancy*

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

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

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

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

15.07 *Waiver of Claims*

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

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

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

15.08 *Correction Period*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

- A. Owner shall furnish to Contractor Three (3) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

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

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

1. *Basic Requirements*

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

2. *System Infrastructure for Electronic Document Exchange*

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

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

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

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

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

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

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

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$150.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

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

5. Weather-Related Delays

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a

workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by GHCND:USC00351862 weather monitoring station at Corvallis State University OR, US 44.6341°, -123.19°.

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

5.03 Subsurface and Physical Conditions

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

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

Report Title	Date of Report	Technical Data
None		

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

Drawings Title	Date of Drawings	Technical Data
None		

5.06 Hazardous Environmental Conditions

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

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: [If there are no such reports, so indicate in the table]

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

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: [If there are no such drawings, so indicate in the table]

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

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

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

1. The Bonds shall be accompanied by the name, address and phone number of the agent for the surety who is authorized to receive notice of claims against the Bond.
2. If the Contractor submits a cashier's check or a certified check in lieu of a performance bond pursuant to ORS 279C.380 (a), the Owner will hold the check for a period of 180 days beyond the date of final acceptance of the Work. If the Owner receives a notice of claim under ORS 279C.600 to 279C.625, the Owner will hold an amount sufficient to cover the claim for a period of two years following final acceptance of the Work. If an action is instituted against the cashier's check or certified check under ORS 279.536, the Owner will hold an amount sufficient to cover the amount of claim until the action is resolved.

SC 6.01 Add the following new paragraphs immediately after Paragraph 6.01.H:

- A. Contractor shall have public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.800 to 279C.870.

- B. Contractor shall include in every Subcontract a provision requiring every Subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.800 to 279C.870.

6.02 *Insurance—General Provisions*

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

- 1. Bonds and Insurance shall be written by companies licensed to do business in the State of Oregon and satisfactory to the Owner.

6.03 *Contractor's Insurance*

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

- E. *Commercial General Liability:* Contractor shall obtain, at contractor's expense and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than \$2,000,000.
- F. *Automobile Liability:* Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- G. *Additional Insured:* The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contract shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- H. *Notice of Cancellation or Change:* There will be no cancellation, material change, potential exhaustion or aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provision of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

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

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

1. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. Contractor shall pay promptly all contributions or amounts to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract.

7.11 Laws and Regulations

SC-7.11 Add a new paragraph immediately after Paragraph 7.11.C:

- D. Payment of Prevailing Wage Rates for Public Works. The Contractor and all persons doing or contracting to do any of the work contemplated by the Contract shall comply with all Federal and State Laws in employment and payment of labor. Contractor shall comply with all provisions of said laws (and pay all related fees), not only in regard to the payment of prevailing wage rates, but also in the matter of the necessary certificates and affidavits required to accompany each request for payment. No payment, progress or otherwise, will be paid unless accompanied by the necessary certificates and affidavits pertaining to prevailing wages.
- E. The minimum wages to be paid workers on this project shall not be less than the prevailing rate including fringe benefits in accordance with ORS 279C, paid to the corresponding classes of workers in the locality where the public work is being provided. Prevailing rates shall be in accordance with the most current version (or as it is modified by addendum) of the "Prevailing Wage Rates for Public Works Contracts in Oregon" as published by the Oregon Bureau of Labor and Industries (BOLI). Such publications can be obtained from the Bureau of Labor and Industries and the U.S. Department of Labor and a copy of the most current version is to be supplied to the Owner with the first pay request. If a dispute arises as to what is the prevailing wage rate for any class of workers, and a dispute cannot be settled by the parties involved, it may be referred to the Commissioner of Labor, State of Oregon, for final determination.
 1. The wage rates are minimum rates only and the Owner will not consider any claims for additional compensation because of payment made by the Contractor or a Subcontractor of any wage rate in excess of the prevailing rate.
 2. If Owner determines at any time that the prevailing rate of wage has not or is not being paid as required herein, it may retain from moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract. Liquidated damages for failure to pay the rate of wage required herein shall be an additional amount equal to the unpaid premium, over and above the liability

of the Contractor, any Subcontractor, or surety to pay said unpaid minimum to any workers affected.

- F. Under the provisions of Oregon Law, ORS 279C.845, the wage certification form on public works contracts must be provided: Once within fifteen (15) days of the date the Contractor or Subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency: In addition, for projects exceeding ninety (90) days, submissions are to be made at 90-day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. 5th Avenue, Portland, Oregon 97201. This payroll information must be kept by the Contractor and/or Subcontractor for three (3) years.
- G. Contractor shall strictly observe and obey all of the terms and provisions of ORS 279C pertaining specifically, but not exclusively, to the furnishings of Workers Compensation Insurance, payment of laborers and material men, the withholding of State and Federal income and other taxes, hours of labor, and all other regulations provided in said chapter, and shall hold Owner harmless on account thereof.
- H. Contractor shall employ no person for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it. In such cases, Contractor shall pay the laborer at least time and a half pay for all overtime in excess of eight hours a day and for work performed on any legal holiday specified in ORS 279C.520. When specifically agreed to in a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed in any legal holiday specified in ORS 187.010 and 187.020 and not listed in ORS 279C.540(1). Contractor to comply with ORS 279C.540 to 279C.545 and ORS 653.268 to 653.269 regarding hours of labor and overtime.
- I. Contractor shall comply with ORS 279C.530 and shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care of attention incident to sickness or injury to the employees of Contractor of all sums which the Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, Contractor or agreement for the purpose of providing payment for such service.
- J. The Contractor, or its Subcontractors, if any, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation for all their subject workers as defined under ORS chapter 656 (ORS 279C.530(2)).
- K. Contractor shall comply with all federal, state, and local laws and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. If new or amended statutes, ordinances, or regulations are adopted, or the Contractor encounters a condition not referred to in the bid document not caused by the Contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the Owner and the Contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

- L. This Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, marital status, age or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - 1. The Contractor shall post in conspicuous places available to employees and applicant for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor's and Subcontractor's solicitations and advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, marital status, age or national origin.
- M. Contractor certifies that all subcontractors performing work described in ORS 701.005(2) (i.e. construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.
- N. Upon award of this contract, the Owner is required to pay a fee to the BOLI Prevailing Wage Rate Unit in accordance with ORS 279C.830 (2) and OAR 839-025-0200. The amount of the fee shall be one tenth of one percent (.001) of the contract price; however, the fee must be no less than \$250 or more than \$7,500 regardless of the contract price.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02 Add the following new paragraphs immediately after Paragraph 11.02.B

- 1.01 C. Change Order costs, if not directly related to bid item unit costs, shall be based on the lowest price that the Contractor can provide the additional necessary work, plus a profit of 15%.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

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

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.

13.03 *Unit Price Work*

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

E. *Adjustments in Unit Price*

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

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

14.02 *Tests, Inspections, and Approvals*

SC-14.02 Add the following new paragraph immediately after Paragraph 14.02.A:

1. Timely notice for inspections, tests, or approvals shall mean not less than 48 hours prior to the time when inspection, test, or approval is required.

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

15.01 *Progress Payments*

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

- A. Payments of Liens, Withholding Taxes, Contributions to Industrial Accident Fund, Labor, and Materials. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for herein, and shall pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or Subcontractors incurred in the performance of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished, and shall promptly pay any and all withholding taxes, whether state or federal, all social security charges and all contributions on amounts due to the State Unemployment Compensation Trust Fund, and promptly pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever which are now or may hereafter be required to be paid or withheld under any laws of the state and location where the work is to be performed. Contractor shall assume responsibility for satisfaction of any liens or claims filed or prosecuted and shall defend, indemnify and hold Owner harmless against any such liens or claims.
- B. Payment of Claims by the Owner. In the event the Contractor shall fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to the Contractor or Subcontractor by any person in connection with this contract as such claim becomes due, whether said services and labor be performed for the Contractor or a Subcontractor, then in such event, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor. The payment of a claim in the manner authorized herein shall not relieve the Contractor or his Surety from his or its obligation with respect to any unpaid claims. If the Owner is unable to determine the validity of any claim for labor or material furnished, the Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the Contractor or the Owner. There shall be no final acceptance of the work under the Contract until all such claims have been resolved.

SC-15.01 Add the following new Paragraph after Paragraph 15.01.B.3:

- 4. The Application for Payment form, to be used on this project is the EJCDC C-620.

SC-15.01 Add the following language to the end of Paragraph 15.01.B.4:

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

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

- 1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction

under the provisions of Paragraph 15.01.E will become due **thirty (30)** days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

2. The Owner and Contractor are bound by the rights and responsibilities of the prompt payment polices and shall comply with the procedures for prompt payment as stated in ORS 279C.515, ORS 279C.570 and ORS 279C.580.

SC-15.01 Add the following new Paragraphs immediately after Paragraph 15.01.E.1.I:

- m. Third party claims filed or evidence indicating probable filing of such claim.
- n. Failure of Contractor to make payments properly or promptly to Subcontractors for materials, labor, or equipment.
- o. Damage to Owner or others.
- p. Failure of Contractor to file certified statements regarding payment of prevailing rates of wages ORS 279C.845 with Owner for each week of Work covered in the submitted Application for Payment.

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

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

15.02 *Contractor's Warranty of Title*

SC-15.02 Amend the Paragraph 15.02.A by striking out the following:

"No later than seven days after the time of payment by Owner." and inserting "no later than the time of payment by Owner."

15.03 *Substantial Completion*

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

2. Substantially complete is further defined and clarified as being 100% complete in accordance with the Contract Documents with the exception of minor and specific corrective items that will be itemized by the Engineer on a final punch list and completed before final acceptance. Final completion is further defined as being 100% complete in accordance with the Contract Documents, with no exceptions. Final completion of the entire project shall be no later than the time indicated on the Certificate of Substantial Completion. If no date is indicated, then thirty (30) calendar days from the date of substantial completion will be considered maximum. If final completion is not accomplished within the time indicated, liquidated damages if included in this Contract and as defined in the Agreement will be reinstated at that date and will continue until final completion or a time extension is granted.
3. Liquidated Damages. Should the Contractor fail to accomplish Substantial Completion or Final Acceptance in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for every day, that the Contract remains uncompleted after the date of completion given in the Contract. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Work within the time agreed is the per diem rate stipulated in the Agreement as a minimum or actual expenses or damages if they exceed this agreed to minimum amount. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as actual expense and damages experienced by the Owner for delay of completion beyond the agreed to Contract times. Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Contract, and the Contractor and his sureties shall be liable for any excess. Liquidated damages include only cost and expenses incurred by the Owner for delay of completion beyond the agreed to Contract times. Liquidated damages do not include any other cost, expense or claim Owner may have against Contractor for any other reason.

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

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

15.06 *Final Payment*

SC-15.06 Add the following new paragraph immediately after Paragraph 15.06.A.3:

4. Final payment will not be made to the Contractor until it files with the Owner a notarized affidavit containing the following statements:
 - a. "I (we) hereby certify that all work has been performed and material supplied in accordance with the plans, specifications, and Contract Documents for the above work;
 - b. No less than the prevailing rates of wages as ascertained by the governing body of the contracting agency has been paid to laborers and workers employed on this work (a signed State-approved Wage Certification Form certifying that Contractor has paid not less than the prevailing rate of wages as required by law);
 - c. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors;
 - d. All suppliers and subcontractors connected with the Work have been paid in full;
 - e. All claims for material and labor and other services performed in connection with these specifications have been paid; and
 - f. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, hospital associations and/or others have been paid."

SC-15.06 Add the following language to the end of Paragraph 15.06.E:

Final Payment shall include all amounts previously withheld as retainage.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

SC-16.02 Add the following paragraphs immediately after Paragraph 16.02.A.4

1. Failure to make prompt payment to Subcontractors of for materials or labor;
2. Abandonment of the Work by the Contractor;
3. Subletting the Work without the previous written consent of the Owner;
4. Assignment of this Agreement, or any clam thereunder, without the previous written consent of the Owner;
5. Failing to achieve Substantial Completion within the Contract Time; or
6. Failing to make diligent and timely progress toward Substantial Completion.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

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

17.03 *Attorneys' Fees*

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

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

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

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

Owner: City of Warrenton Owner's Project No.:
Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 3211-004
Contractor: Contractor's Project No.:
Project: 7th and Main Low Pressure Sewer System
Date Issued: Effective Date of Work Change Directive:

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

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

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

Notes to User—Check one or both of the following

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

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

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

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

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FIELD ORDER NO.: [Number of Field Order]

Owner: City of Warrenton
Engineer: Civil West Engineering Services, Inc.
Contractor:
Project: 7th and Main Low Pressure Sewer System
Date Issued: Effective Date of Work Change Directive:
Owner's Project No.:
Engineer's Project No.: 3211-004
Contractor's Project No.:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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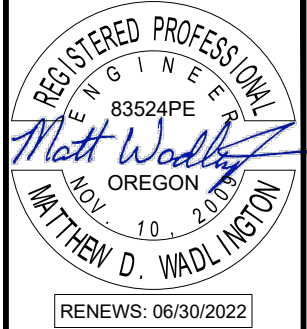
CITY OF WARRENTON

NW 7TH PLACE & N MAIN AVE



LOW PRESSURE SEWER LINE

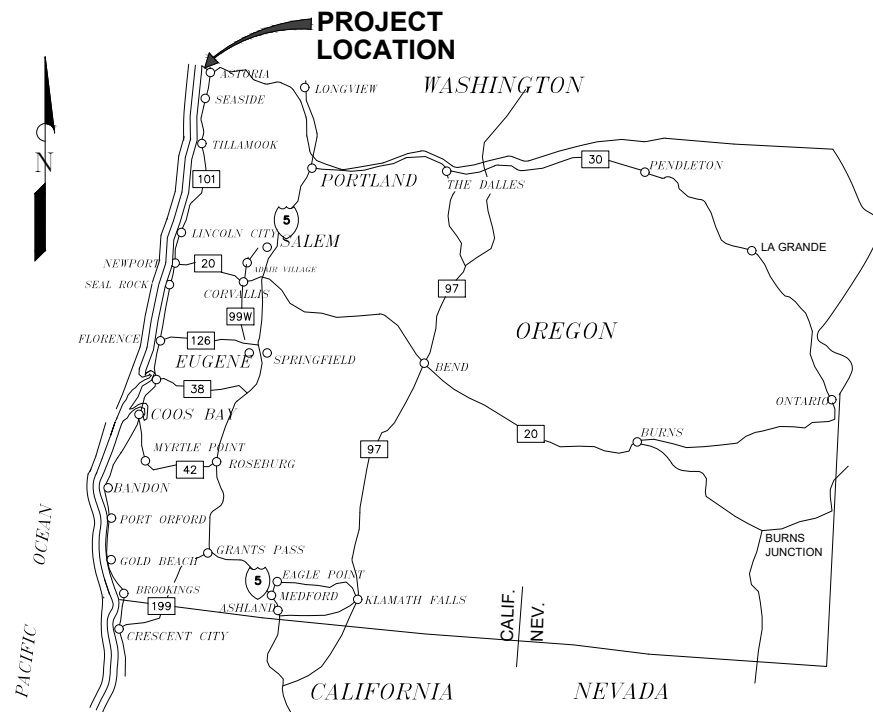
PROJECT NO. 3211-004
FEBRUARY 2022



Civil West
Engineering Services, Inc.

541-223-5130
www.civilwest.com

200 FERRY ST SW
ALBANY, OR 97321



LOCATION MAP



VICINITY MAP
NOT TO SCALE

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON NW 7TH PLACE & N MAIN AVE
LOW PRESSURE SEWER LINE
COVER SHEET

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City of Warrenton_City of 3211-004_Low Pressure Design 7th & Main\04_Final Design\Drawings\3211-004_DESIGN.dwg

GENERAL NOTES

- ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN A COPY OF THE RULES BY CALLING THE CENTER.

NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987.
STAT. AUTH.: ORS 757.542 THROUGH ORS 757.562 AND ORS 757.993.
- THE CONTRACTOR SHALL CONTACT 'ONE CALL' FOR UTILITY LOCATES PRIOR TO EXCAVATION. (1-800-332-2344)
- THE EXISTING UTILITY CROSSINGS OF THE PIPELINES ARE SHOWN ACCORDING TO AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL THE UTILITY CROSSINGS ALONG THE LENGTH OF THE PIPELINES AS SPECIFIED. NO GUARANTEE IS MADE THAT ALL OF THE EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING HIS OPERATIONS.
- OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS MAY NOT BE SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PIPELINE ROUTES.
- EXISTING WATER METER BOXES AND VALVES MAY NOT BE SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PIPELINE ROUTES. CONTRACTOR SHALL LOCATE PRIOR TO THE START OF CONSTRUCTION.
- THE LOCATION AND DEPTH SHOWN ON THESE DRAWINGS FOR THE EXISTING UTILITIES ARE APPROXIMATE ONLY AND BASED ON AS BUILT DRAWINGS, VALVE LOCATIONS AND OTHER INFORMATION. THERE ARE NO TRACER WIRES FOR LOCATING THE MAJORITY OF EXISTING UTILITIES AND EXISTING UTILITIES MAY BE IN CLOSE PROXIMITY TO NEW LPSS ROUTES.
- CONTRACTOR SHALL POTHOLE AND LOCATE EXISTING UTILITIES PRIOR TO PLACEMENT OF NEW LPSS. CONTRACTOR SHALL PROVIDE TEMPORARY CONNECTIONS AS REQUIRED TO MAINTAIN CONTINUED SERVICE TO CUSTOMERS UNTIL COMPLETION OF NEW LPSS.
- THE PIPELINE PROFILES HAVE BEEN MARKED TO INDICATE THE REQUIRED BACKFILL CLASSES (A, B, & E) SEE TECHNICAL SPECIFICATION FOR SPECIFIC BACKFILL MATERIAL REQUIREMENTS.
- WHEN NO RECORD WAS AVAILABLE TO INDICATE THE ELEVATION OF AN EXISTING UTILITY A MINIMUM COVER OF 30-INCHES WAS ASSUMED. THE CONTRACTOR SHALL EXERCISE CAUTION WHILE EXCAVATING NEAR THESE ESTIMATED UTILITY LOCATIONS WHICH ARE INDICATED ON THE PROFILE DRAWINGS.
- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE PROJECT DESIGN SPECIFICATIONS AND DRAWINGS. THESE DRAWINGS SHALL BE COORDINATED AND USED IN CONJUNCTION WITH THE TECHNICAL SPECIFICATIONS AND APPROVED SUBMITTALS. CONSTRUCTION PERMITS AS REQUIRED FROM CITY OF WARRENTON PUBLIC WORKS DEPARTMENT TO WORK WITHIN THE RIGHT-OF-WAY SHALL BE OBTAINED BY THE OWNER PRIOR TO THE START OF CONSTRUCTION.
- PROPERTY AND RIGHT OF WAY LINES SHOWN IN THIS PLAN SET ARE APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL OBTAIN TEMPORARY CONSTRUCTION ACCESS OR PERMISSION FROM PRIVATE LAND OWNERS PRIOR TO ENTERING PRIVATE PROPERTY.
- PERMITS ASSOCIATED WITH THE TRENCH DE-WATERING SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO POTHOLE EXISTING UTILITIES TO DETERMINE THEIR EXACT LOCATION AND DEPTH. POTHOLE EXPLORATION SHALL OCCUR A MINIMUM OF SEVEN (7) DAYS PRIOR TO THE COMMENCEMENT OF WORK IN ANY AREA.
- SEWER PIPE SHALL BE HDPE DIPS SDR-11 UNLESS OTHERWISE NOTED.

SHEET INDEX

SHEET #	SHEET NAME
GENERAL	
G1	- COVER
G2	- GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
G3	- SYMBOLS & LEGENDS
G4	- PROJECT OVERVIEW
SEWER	
C101	- 11+00 TO 13+00
C102	- 13+00 TO 15+00
C103	- 15+00 TO 17+00
C104	- 17+00 TO 19+00
C105	- 19+00 TO 21+00
C106	- 21+00 TO 23+00
C107	- 23+00 TO 25+00
C108	- 25+00 TO 27+00
C109	- 27+00 TO 28+81
DETAIL	
D101	- DETAILS
D102	- DETAILS

GENERAL ABBREVIATIONS

AC	PAVEMENT	HDPE	HIGH DENSITY POLYETHYLENE PIPE	TOP	TOP OF BANK
BC	BEGIN CURVE	IE	INVERT ELEVATION	TOC	TOP OF CURB
BFV	BUTTERFLY VALVE	IP	IRON PIPE	TRANS.	TRANSITION
BLDG	BUILDING	IV	ISOLATION VALVE	TYP	TYPICAL
BM	BENCH MARK			UNO	UNLESS NOTED OTHERWISE
C/L	CENTERLINE	LIP	LIP OF GUTTER	V	VENT
CO	CLEAN OUT	LT	LEFT	VAC	VACUUM
CPLG	COUPLING	MH	MANHOLE		
CTR	CENTER	MJ	MECHANICAL JOINT	WM	WATER METER
CW	CITY WATER (POTABLE)			WV	WATER VALVE
		NG	NATURAL GAS		
D	DRAIN	PRC	POINT OF REVERSE CURVATURE		
DI	DUCTILE IRON	PVC	POLY VINYL CHLORIDE PIPE		
EC	END CURVE			ROW	RIGHT OF WAY
EL	ELEVATION	RS	RAW SEWAGE	RT	RIGHT
EOC	EDGE OF CONCRETE	RW	RAW WATER		
EOG	EDGE OF GRAVEL	SD	STORM DRAIN		
EOP	EDGE OF PAVEMENT	SE	SPOT ELEVATION		
EX	EXISTING	SS	SANITARY SEWER		
FC	FLUSHING CONNECTION	STA	STATION		
FH	FIRE HYDRANT			TBC	TOP BACK OF CURB
FLG	FLANGE			TG	TOP OF GRATE
FM	FORCE MAIN			TOE	TOP OF SLOPE
GV	GATE VALVE				
HDD	HORIZONTAL DIRECTIONAL DRILLING				



RENEWS: 06/30/2022



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200 FERRY ST SW
ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ
DRAWN BY: BRJ
CHECKED BY: MDW
PROJECT NO: 3211-004

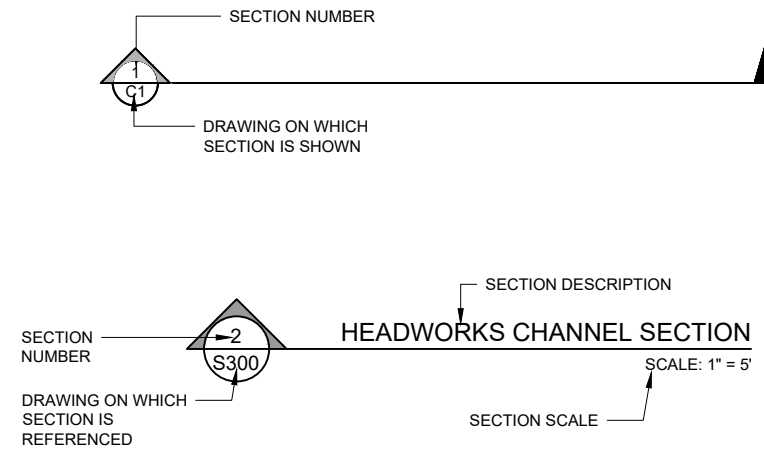
CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

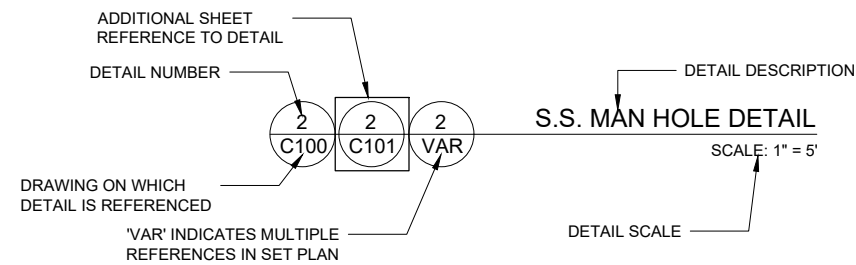
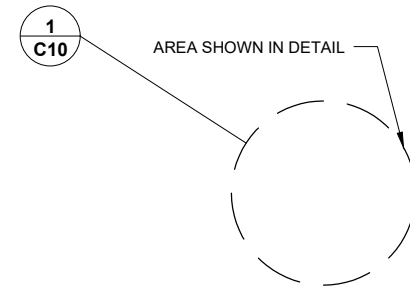
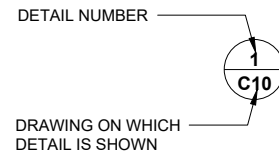
GENERAL NOTES, ABBREVIATIONS, +
SHEET INDEX

Date Sheet No:
G2
FEBRUARY 2022

SECTION REFERENCING



DETAIL REFERENCING



EXISTING FEATURE LEGEND

SYMBOL LEGEND

SANITARY SEWER MANHOLE		MAIL BOX	
STORM DRAIN MANHOLE		AIR RELEASE VALVE	
CATCH BASIN		BLOW OFF VALVE	
WATER VALVE		PROFILE SERVICE LATERAL CROSSING	
WATER METER		PROFILE TELEPHONE LINE CROSSING	
FIRE HYDRANT		PROFILE ELECTRICAL LINE CROSSING	
CLEANOUT		PROFILE WATERLINE CROSSING	
POWER POLE		PROFILE SANITARY SEWER CROSSING	
GUY ANCHOR		PROFILE STORM DRAIN CROSSING	
POWER PEDESTAL		TREE/SHRUB	
TELEPHONE PEDESTAL		STREET SIGN	

LINETYPE LEGEND

WATER LINE	
STORM DRAIN	
STORM DRAIN DITCH	
SANITARY SEWER	
PRESSURIZED SEWER	
ELECTRICAL	
OVER HEAD LINE	
TELEPHONE LINE	
GAS LINE	
TREELINE	
EDGE OF PAVEMENT	
EDGE OF CONCRETE	
RIGHT OF WAY	
CONTOURS	

HATCH LEGEND

CONCRETE	
PAVEMENT	
GRANULAR MATERIALS SUCH AS CRUSHED ROCK OR GRAVEL	

NEW FEATURE LEGEND

SYMBOL LEGEND

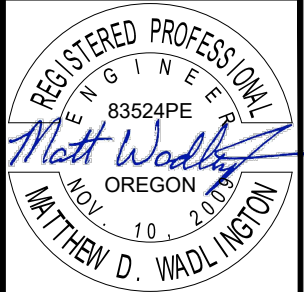
SANITARY SEWER MANHOLE	
FLUSHING CONNECTION	
ISOLATION VALVE (MJ GATE VALVE)	
REDUCER	
CORP STOP (LPS-03)	

LINETYPE LEGEND

PRESSURIZED SEWER	
SAWCUT	

HATCH LEGEND

SAWCUT, REMOVE, AND REPLACE	
-----------------------------	--



RENEWS: 06/30/2022



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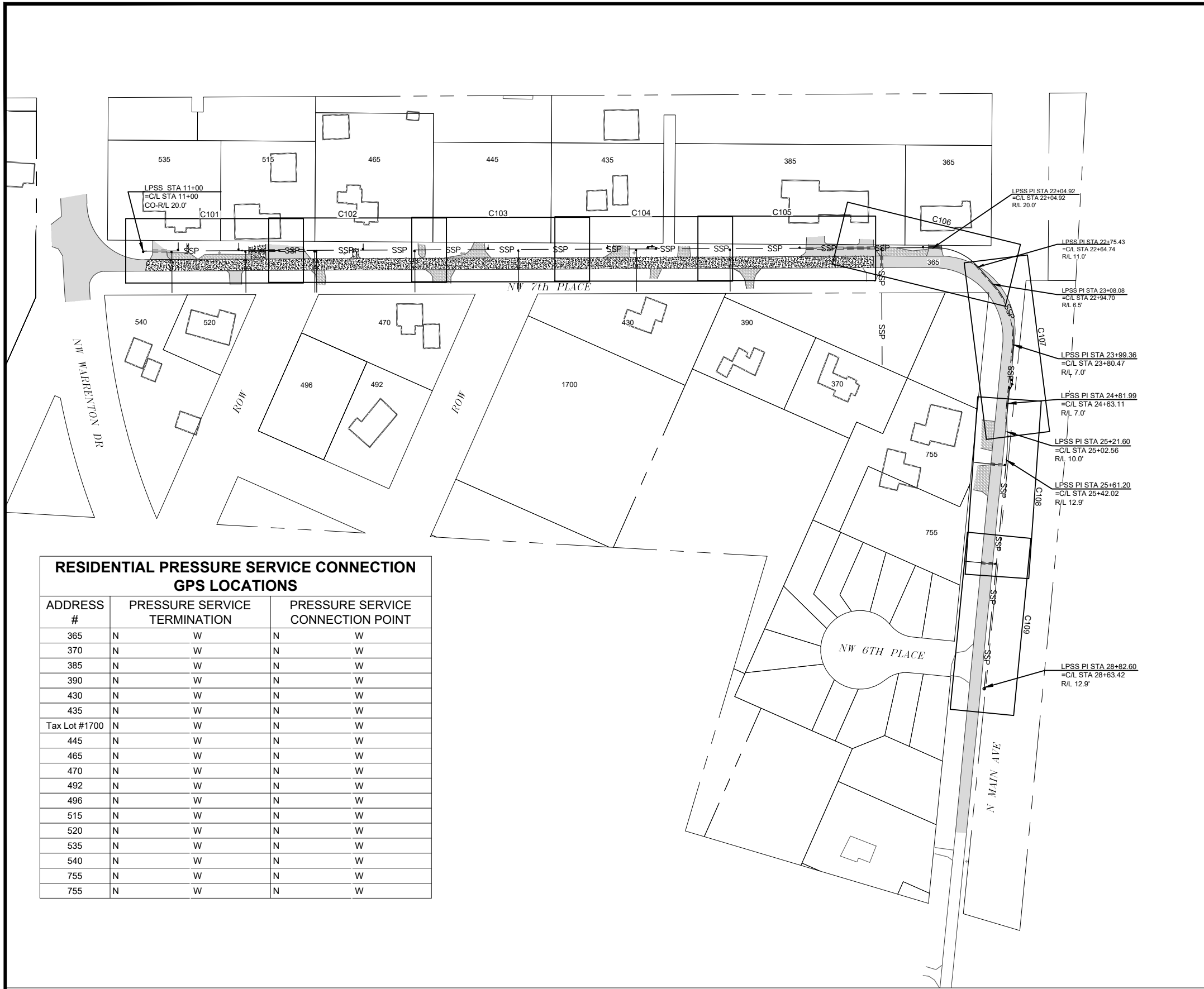
200 FERRY ST SW
ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON NW 7TH PLACE & N MAIN AVE
LOW PRESSURE SEWER LINE
SYMBOLS + LEGENDS

DATE: 3/7/22 FILE: O:\CW_Projects\3211 Warrenton, City of\3211-004 Low Pressure Design\Drawings\3211-004 DESIGN.dwg

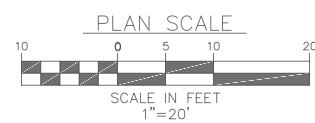


RESIDENTIAL PRESSURE SERVICE CONNECTION GPS LOCATIONS

ADDRESS #	PRESSURE SERVICE TERMINATION	PRESSURE SERVICE CONNECTION POINT
365	N W	N W
370	N W	N W
385	N W	N W
390	N W	N W
430	N W	N W
435	N W	N W
Tax Lot #1700	N W	N W
445	N W	N W
465	N W	N W
470	N W	N W
492	N W	N W
496	N W	N W
515	N W	N W
520	N W	N W
535	N W	N W
540	N W	N W
755	N W	N W
755	N W	N W



1
G4



PROJECT OVERVIEW

DEMOLITION NOTES:

- ① SAWCUT AND REMOVE EXISTING
- ② SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- ③ _____
- ④ _____
- ⑤ _____
- ⑥ _____

IMPROVEMENT NOTES:

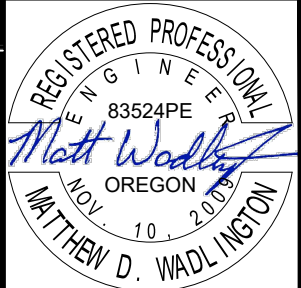
- ⑤3 INSTALL NEW 2" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- ⑤4 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- ⑤5 INSTALL NEW 1.5" LOW PRESSURE SERVICE LATERAL PER DETAIL #1 SHOWN ON SHEET D101. LATERAL SHALL TERMINATE AT ROW.
- ⑤6 INSTALL NEW CLEANOUT PER DETAIL #2 SHOWN ON SHEET D101.
- ⑤7 INSTALL NEW MJ GATE VALVE PER DETAIL #2 SHOWN ON SHEET D101.
- ⑤8 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- ⑤9 INSTALL ODOR CONTROL PER DETAIL #3 SHOWN ON SHEET D102.
- ⑥0 _____
- ⑥1 _____
- ⑥2 _____
- ⑥3 _____
- ⑥4 _____

KEY NOTES:

- ① UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING.
- ② IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58 AND 59) IMMEDIATELY PRIOR TO GRADE CHANGE.
- ③ _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POTHOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.



RENEW: 06/30/2022



REV.	DATE	DESCRIPTION	BY	CHECKED BY:

DESIGNED BY: BRJ DRAWN BY: BRJ CHECKED BY: MDW
PROJECT NO: 3211-004

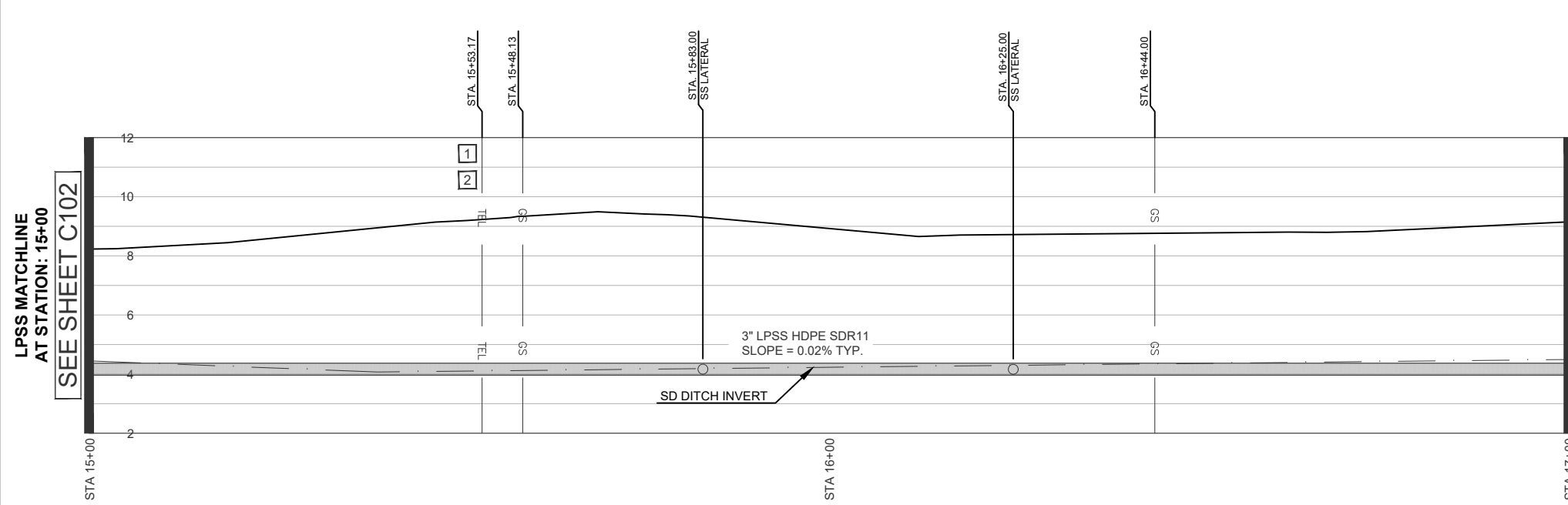
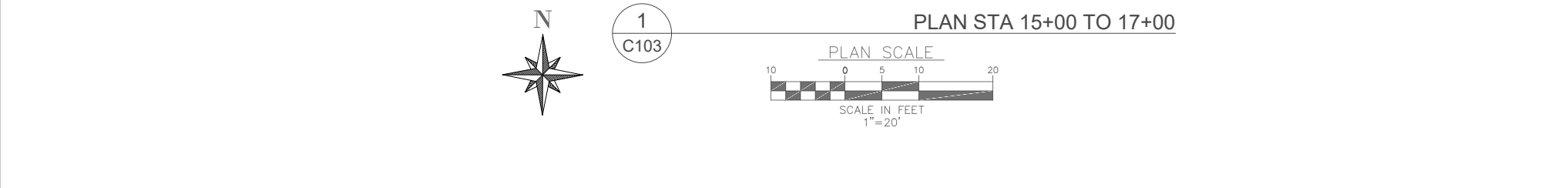
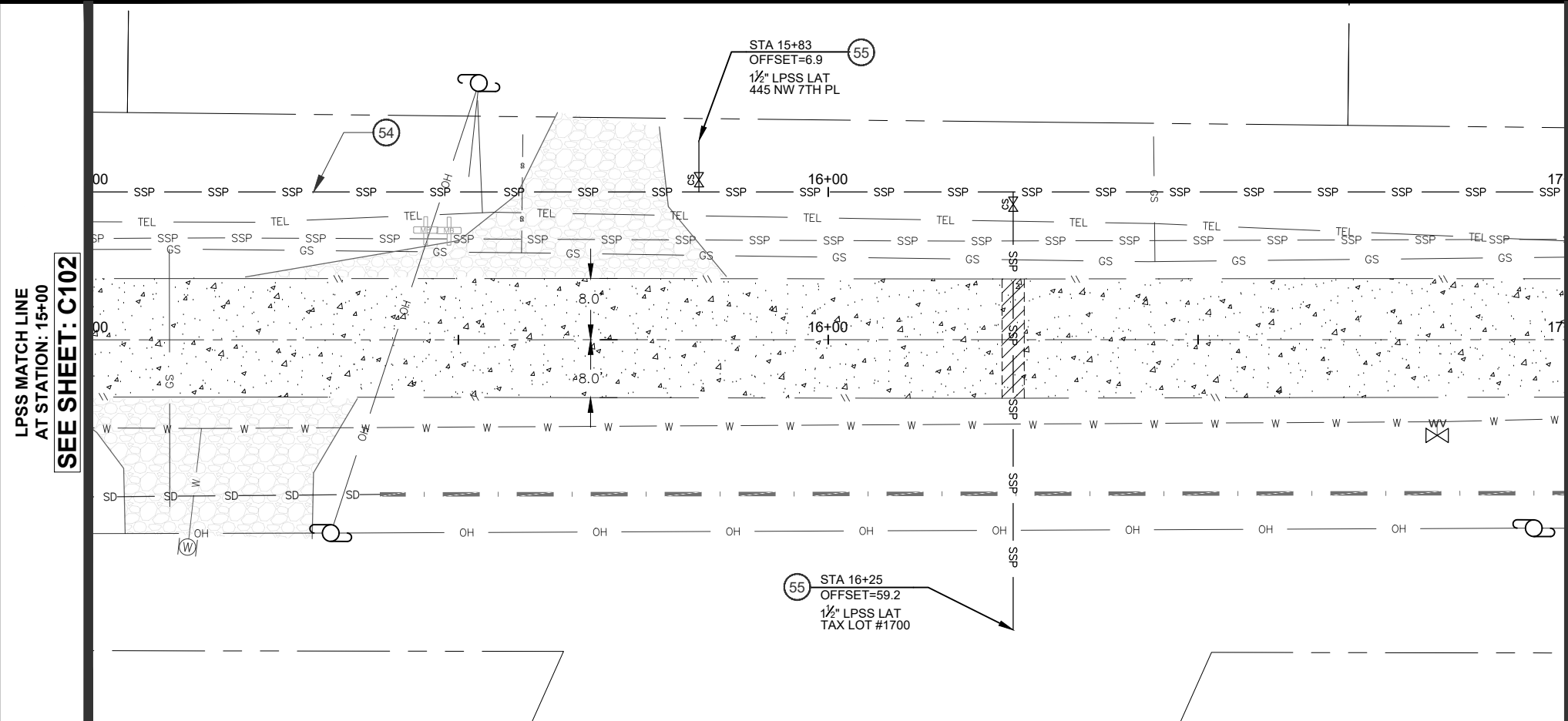
CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

PROJECT OVERVIEW

Date: Sheet No: **G4**
FEBRUARY 2022

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton, City of\3211-004_Low Pressure Design\Drawings\DWG\3211-004_DESIGN.dwg



2 C103 PROFILE STA 15+00 TO 17+00 SCALE HORZ 1"=20' VERT 1"=5'

SEE SHEET: C104
LPSS MATCH LINE
AT STATION: 17+00

SEE SHEET: C102
LPSS MATCH LINE
AT STATION: 15+00

DEMOLITION NOTES:

- 1 SAWCUT AND REMOVE EXISTING
- 2 SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- 3 _____
- 4 _____
- 5 _____
- 6 _____

IMPROVEMENT NOTES:

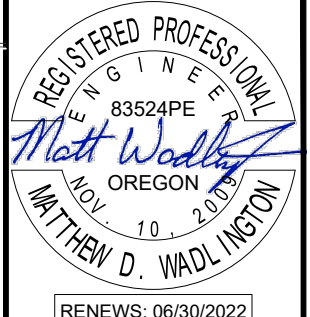
- 53 _____
- 54 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- 55 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- 56 _____
- 57 _____
- 58 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- 59 _____
- 60 _____
- 61 _____
- 62 _____
- 63 _____
- 64 _____

KEY NOTES:

- 1 UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING.
- 2 IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- 3 _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POTHOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.



REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

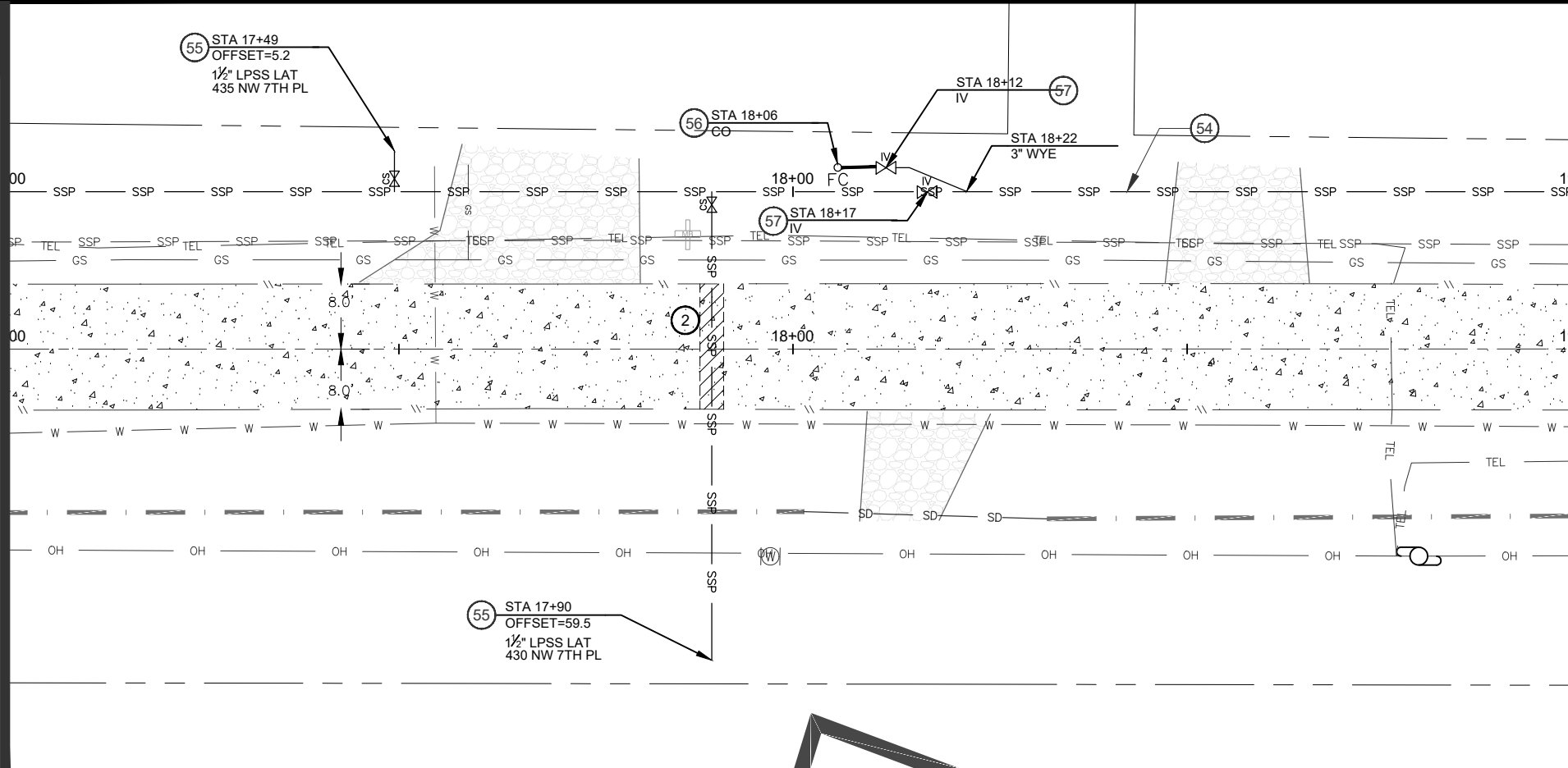
15+00 TO 17+00

Sheet No. **C103**
Date **FEBRUARY 2022**

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ALBANY, OR 97321

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City\3211-004_Low Pressure Design\Drawings\DWG\3211-004_DESIGN.dwg

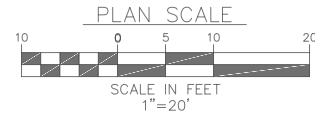
LPSS MATCHLINE
AT STATION: 17+00
SEE SHEET: C103



SEE SHEET: C105
LPSS MATCHLINE
AT STATION: 19+00

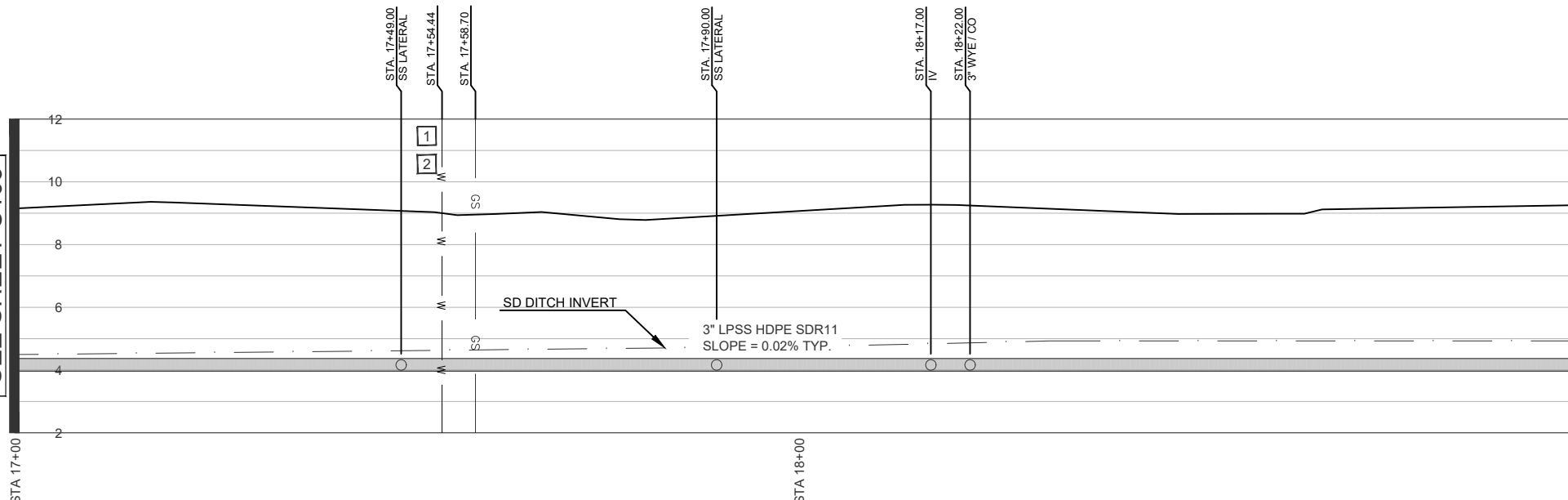


1
C104



PLAN STA 17+00 TO 19+00

LPSS MATCHLINE
AT STATION: 17+00
SEE SHEET: C103



SEE SHEET: C105
LPSS MATCHLINE
AT STATION: 19+00

2
C104

PROFILE STA 17+00 TO 19+00

SCALE HORZ 1"=20'
VERT 1"=5'

DEMOLITION NOTES:

- 1 SAWCUT AND REMOVE EXISTING
- 2 SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- 3 _____
- 4 _____
- 5 _____
- 6 _____

IMPROVEMENT NOTES:

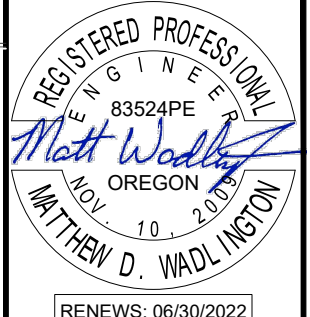
- 53 _____
- 54 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- 55 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- 56 INSTALL FLUSHING CONNECTION PER DETAIL #2 SHOWN ON SHEET D101.
- 57 INSTALL NEW MJ GATE VALVE PER DETAIL #2 SHOWN ON SHEET D101.
- 58 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- 59 _____
- 60 _____
- 61 _____
- 62 _____
- 63 _____
- 64 _____

KEY NOTES:

- 1 UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING. IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- 2 _____
- 3 _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POTHOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.



REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

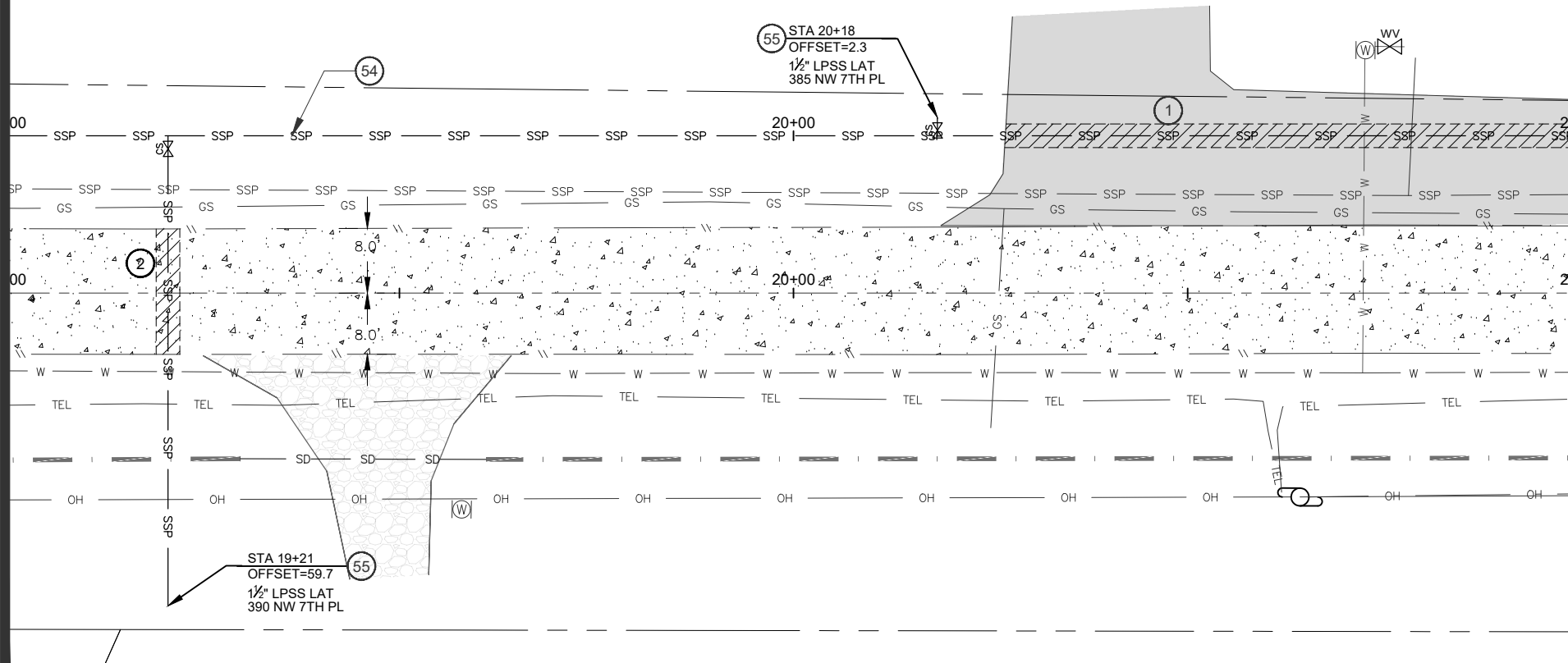
LOW PRESSURE SEWER LINE

17+00 TO 19+00

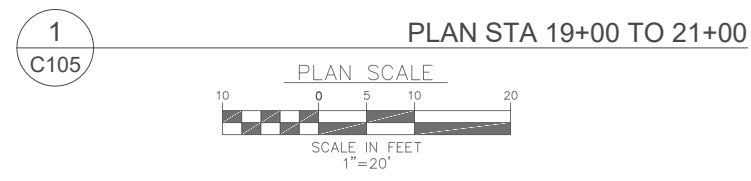
Sheet No. **C104**
Date **FEBRUARY 2022**

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City\3211-004_Low Pressure Design\Drawings\DWG\3211-004_DESIGN.dwg

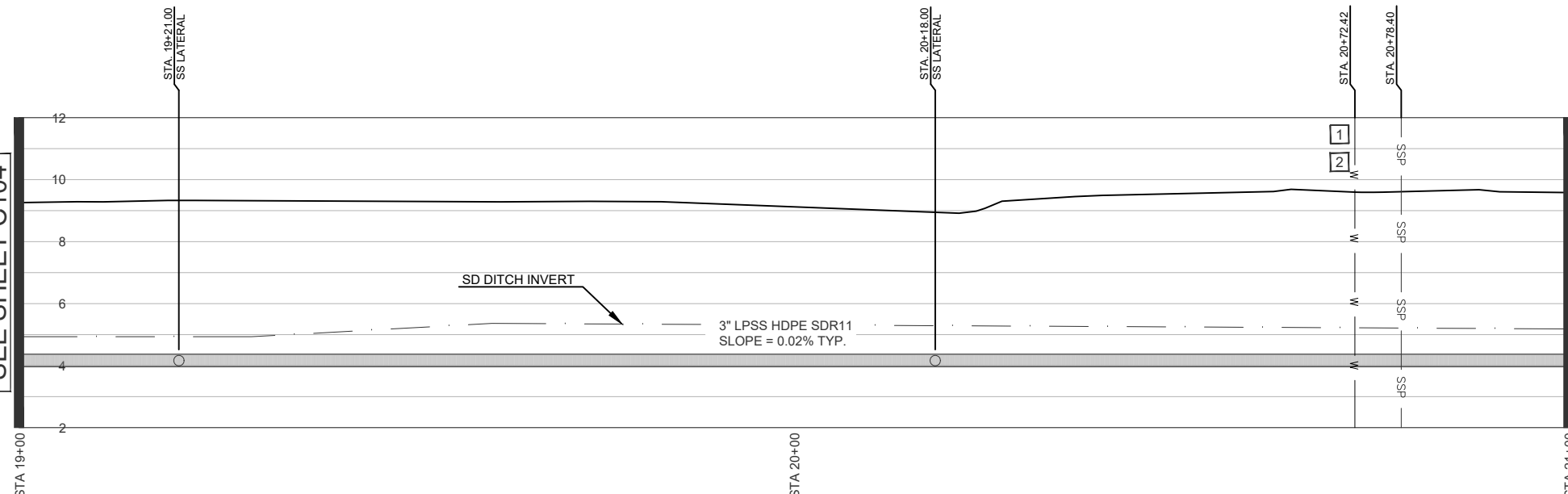
LPSS MATCHLINE
AT STATION: 19+00
SEE SHEET: C104



SEE SHEET: C106
LPSS MATCHLINE
AT STATION: 21+00



LPSS MATCHLINE
AT STATION: 19+00
SEE SHEET: C104



SEE SHEET: C106
LPSS MATCHLINE
AT STATION: 21+00

2
C105
PROFILE STA 19+00 TO 21+00
SCALE HORZ 1"=20'
VERT 1"=5'

DEMOLITION NOTES:

- ① SAWCUT AND REMOVE EXISTING
- ② SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- ③ _____
- ④ _____
- ⑤ _____
- ⑥ _____

IMPROVEMENT NOTES:

- ⑤3 _____
- ⑤4 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- ⑤5 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- ⑤6 _____
- ⑤7 _____
- ⑤8 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- ⑤9 _____
- ⑥0 _____
- ⑥1 _____
- ⑥2 _____
- ⑥3 _____
- ⑥4 _____

KEY NOTES:

- ① UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING.
- ② IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- ③ _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POTHOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
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- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.

REGISTERED PROFESSIONAL
ENGINEER
83524PE
Matthew D. Wadlington
OREGON
NOV. 10, 2019
MATTHEW D. WADLINGTON
RENEWS: 06/30/2022

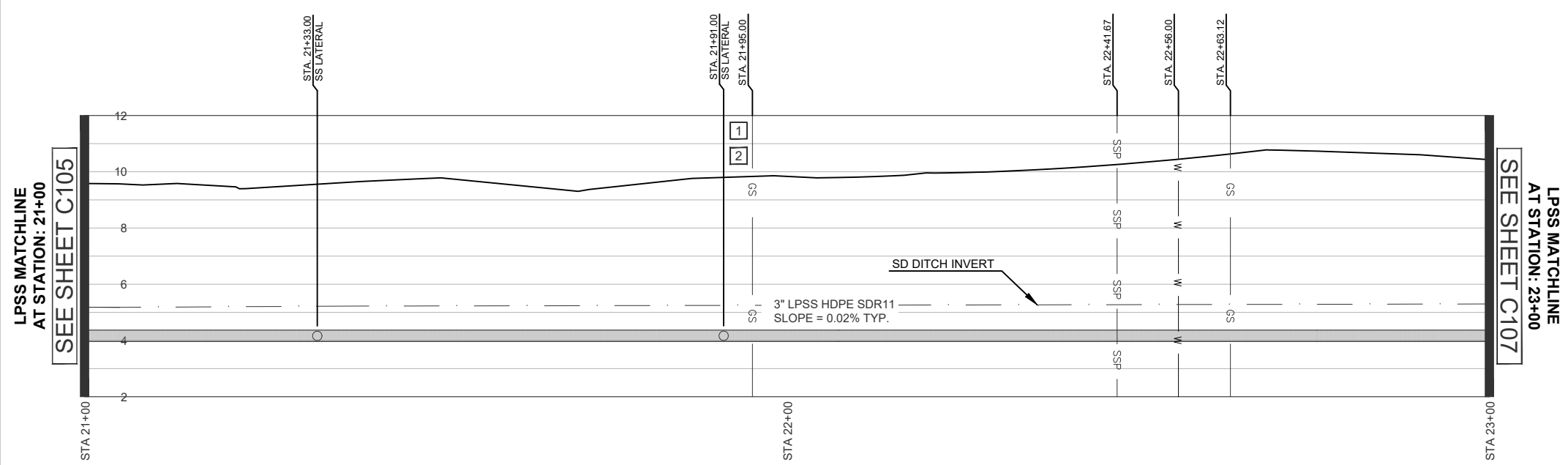
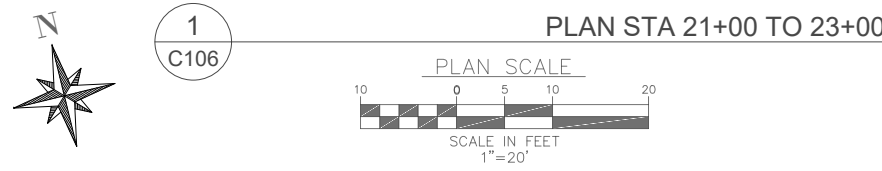
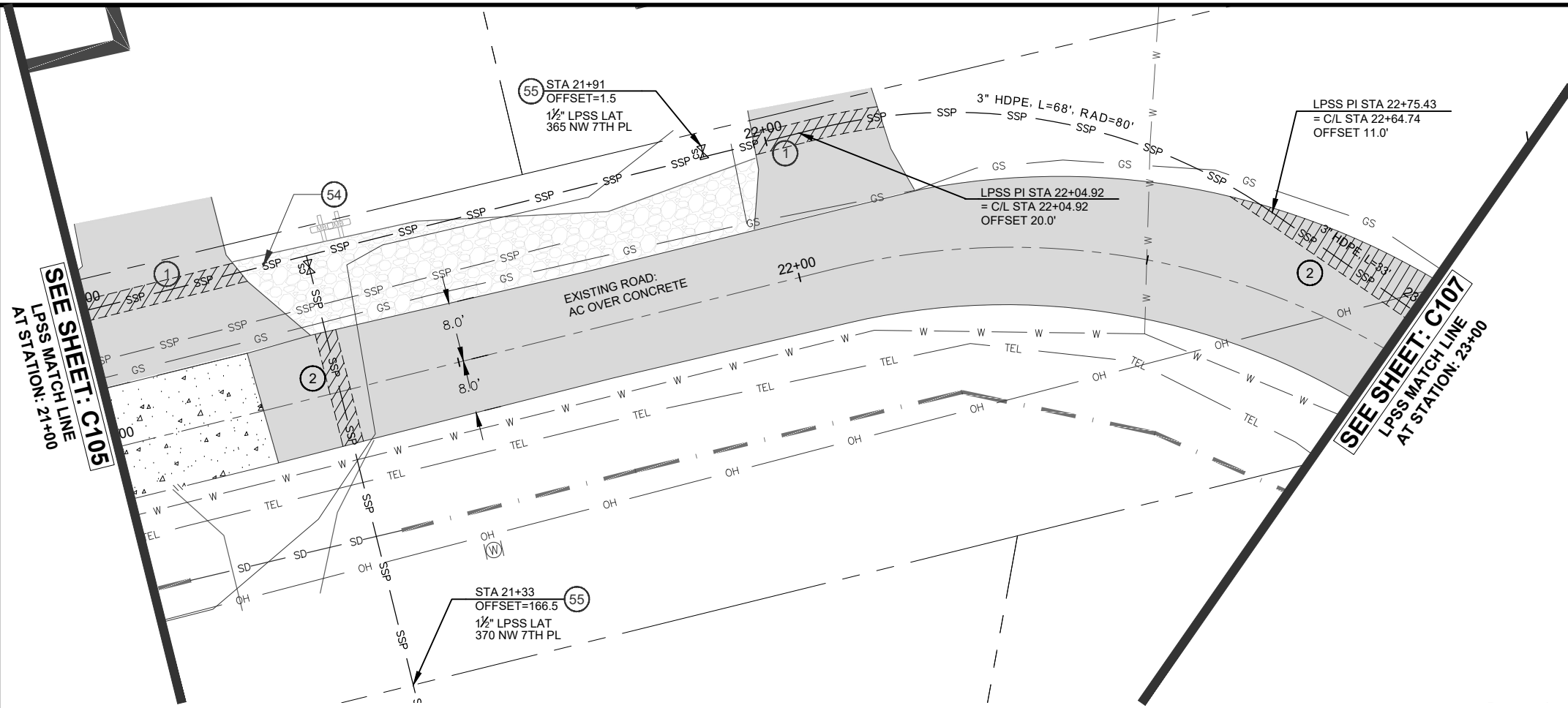
Civil West
Engineering Services, Inc.
200 FERRY ST SW
ALBANY, OR 97321
541-223-5130
www.civilwest.com

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ
DRAWN BY: BRJ
CHECKED BY: MDW
PROJECT NO: 3211-004

CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE
LOW PRESSURE SEWER LINE
19+00 TO 21+00
C105
FEBRUARY 2022

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City\3211-004_Low Pressure Design\Drawings\3211-004_DESIGN.dwg



2
C106
PROFILE STA 21+00 TO 23+00
SCALE HORZ 1"=20'
VERT 1"=5'

DEMOLITION NOTES:

- 1 SAWCUT AND REMOVE EXISTING
- 2 SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- 3 _____
- 4 _____
- 5 _____
- 6 _____

IMPROVEMENT NOTES:

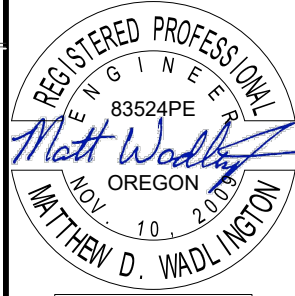
- 53 _____
- 54 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- 55 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- 56 _____
- 57 _____
- 58 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- 59 _____
- 60 _____
- 61 _____
- 62 _____
- 63 _____
- 64 _____

KEY NOTES:

- 1 UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING.
- 2 IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- 3 _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POT HOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.



RENEWS: 06/30/2022



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200 FERRY ST SW
ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

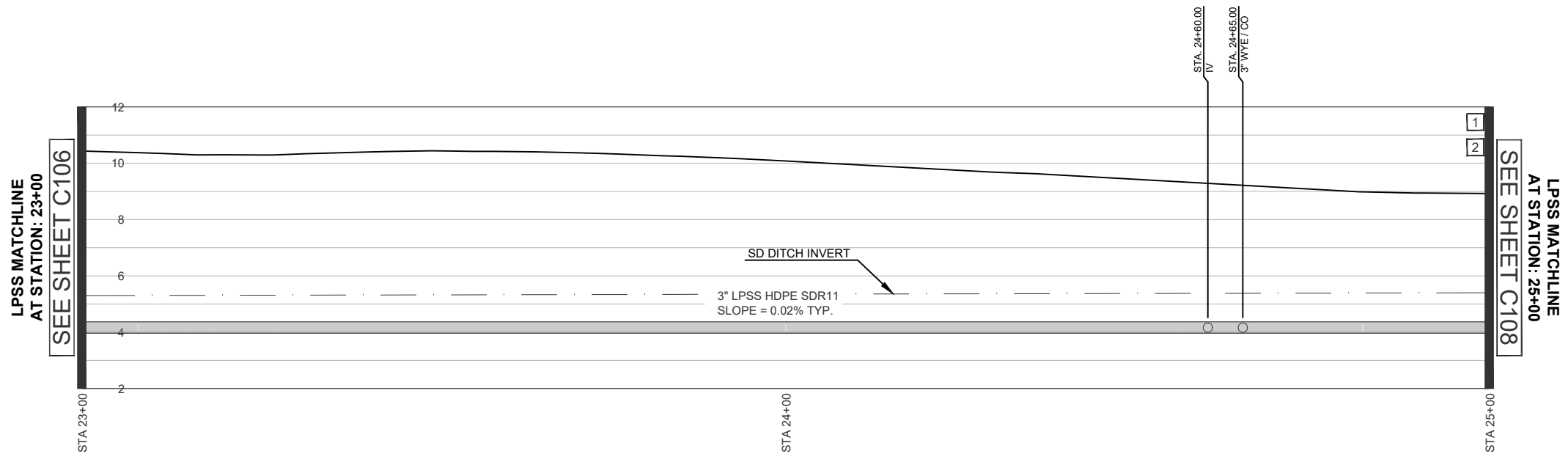
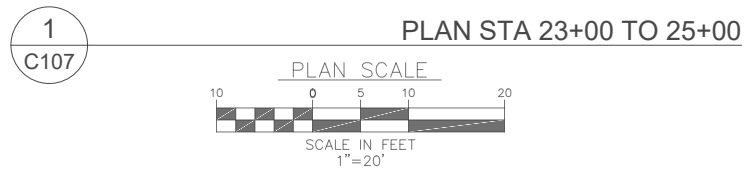
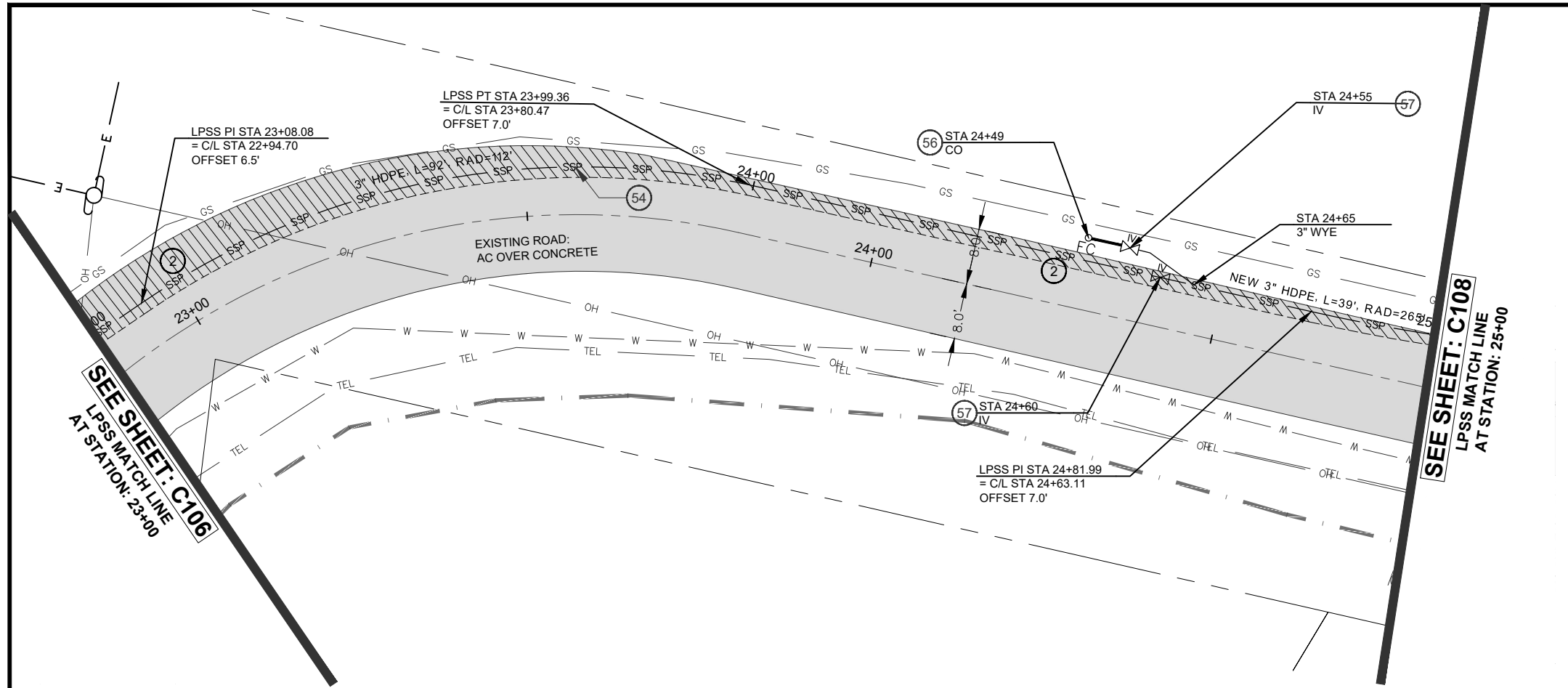
CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

21+00 TO 23+00

Date: Sheet No: **C106**
Date: **FEBRUARY 2022**

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City\3211-004_Low Pressure Design\Drawings\DWG\3211-004_DESIGN.dwg



2
C107
PROFILE STA 23+00 TO 25+00
SCALE HORZ 1"=20'
VERT 1"=5'

DEMOLITION NOTES:

- 1 SAWCUT AND REMOVE EXISTING
- 2 SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- 3 _____
- 4 _____
- 5 _____
- 6 _____

IMPROVEMENT NOTES:

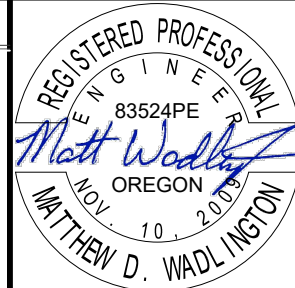
- 53 _____
- 54 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- 55 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- 56 INSTALL FLUSHING CONNECTION PER DETAIL #2 SHOWN ON SHEET D101.
- 57 INSTALL NEW MJ GATE VALVE PER DETAIL #2 SHOWN ON SHEET D101.
- 58 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- 59 _____
- 60 _____
- 61 _____
- 62 _____
- 63 _____
- 64 _____

KEY NOTES:

- 1 UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING. IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- 2 _____
- 3 _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POT HOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.



RENEWS: 06/30/2022



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ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

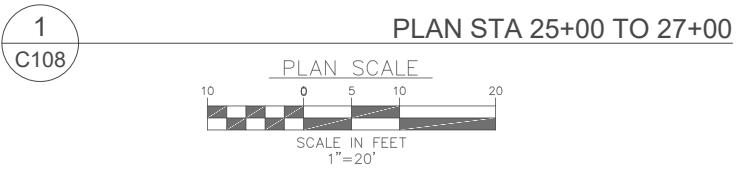
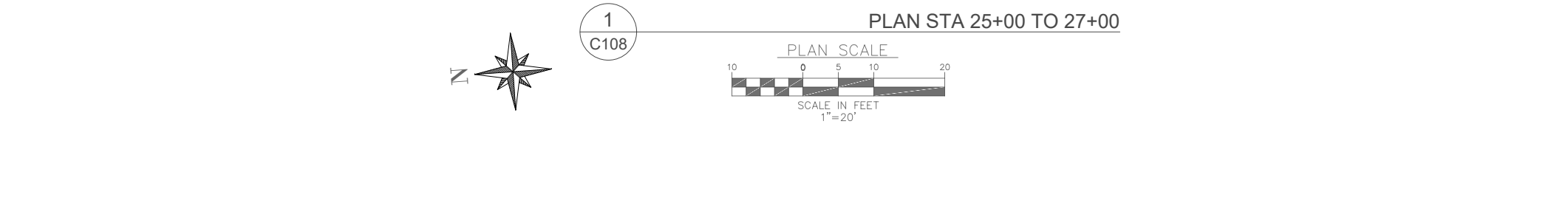
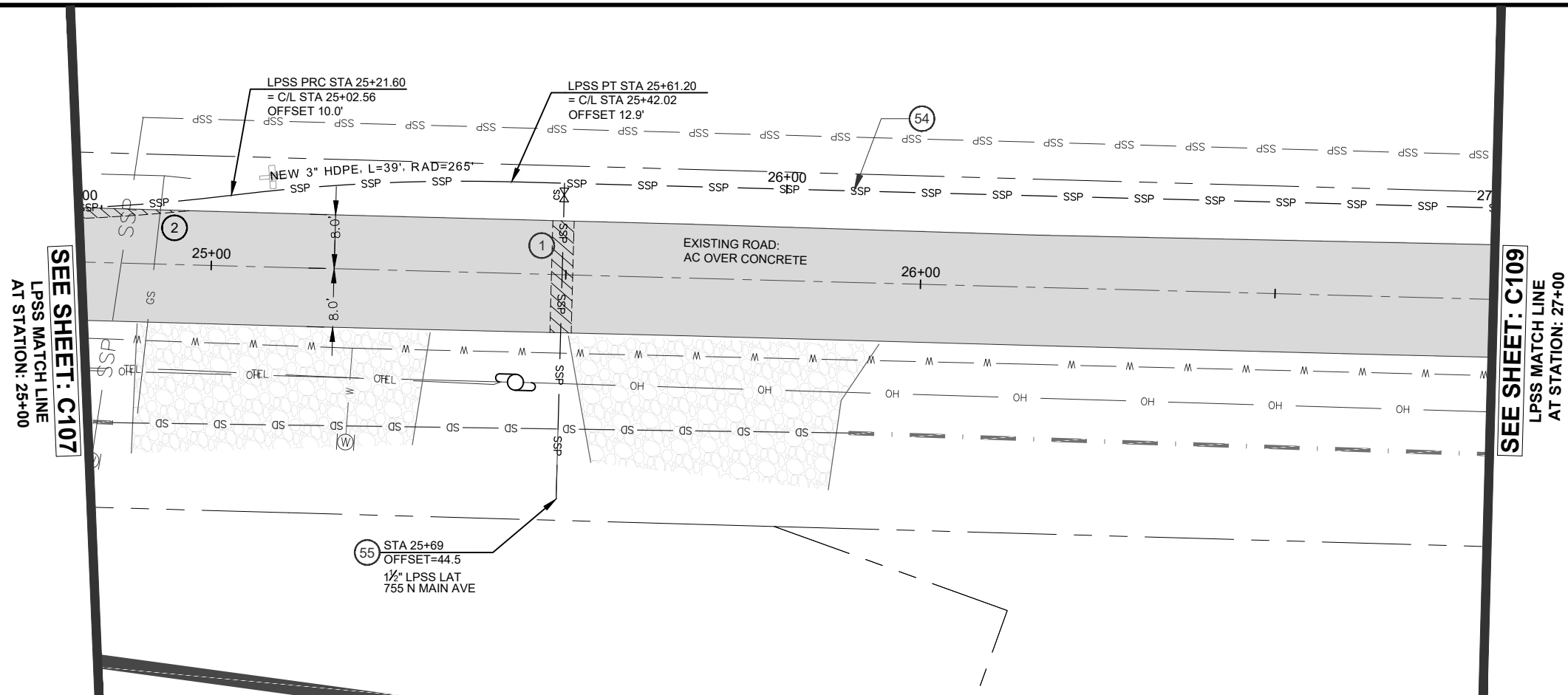
CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

23+00 TO 25+00

Sheet No. **C107**
Date **FEBRUARY 2022**

DATE: 3/7/22 FILE: O:\CW_Projects\3211_Warrenton_City\3211-004_Low Pressure Design\Drawings\DWG\3211-004_DESIGN.dwg



DEMOLITION NOTES:

- ① SAWCUT AND REMOVE EXISTING
- ② SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- ③ _____
- ④ _____
- ⑤ _____
- ⑥ _____

IMPROVEMENT NOTES:

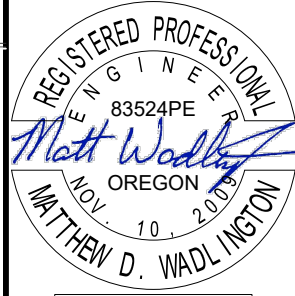
- ⑤③ _____
- ⑤④ INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- ⑤⑤ INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- ⑤⑥ _____
- ⑤⑦ _____
- ⑤⑧ INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- ⑤⑨ _____
- ⑥① _____
- ⑥② _____
- ⑥③ _____
- ⑥④ _____

KEY NOTES:

- ① UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING.
- ② IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- ③ _____

SHEET NOTES:

- 1. CONTRACTOR SHALL CONTACT "ONE CALL" FOR UTILITY LOCATES PRIOR TO THE START OF ANY EXCAVATION.
- 2. CONTRACTOR SHALL POT HOLE EXISTING CROSSINGS PRIOR TO NEW LOW PRESSURE SEWER LINE CONSTRUCTION TO CONFIRM EXISTING UTILITY DEPTH LOCATIONS.
- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
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RENEWS: 06/30/2022



REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

25+00 TO 27+00

Sheet No. **C108**
Date **FEBRUARY 2022**

SEE SHEET: C107
LPSS MATCHLINE
AT STATION: 25+00

SEE SHEET: C109
LPSS MATCHLINE
AT STATION: 27+00

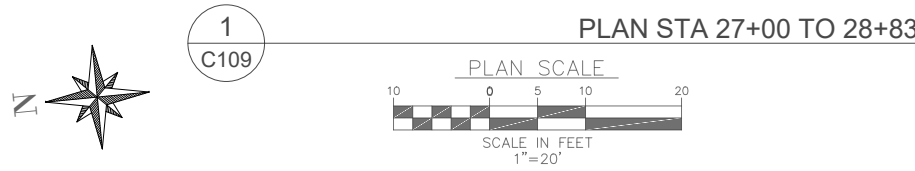
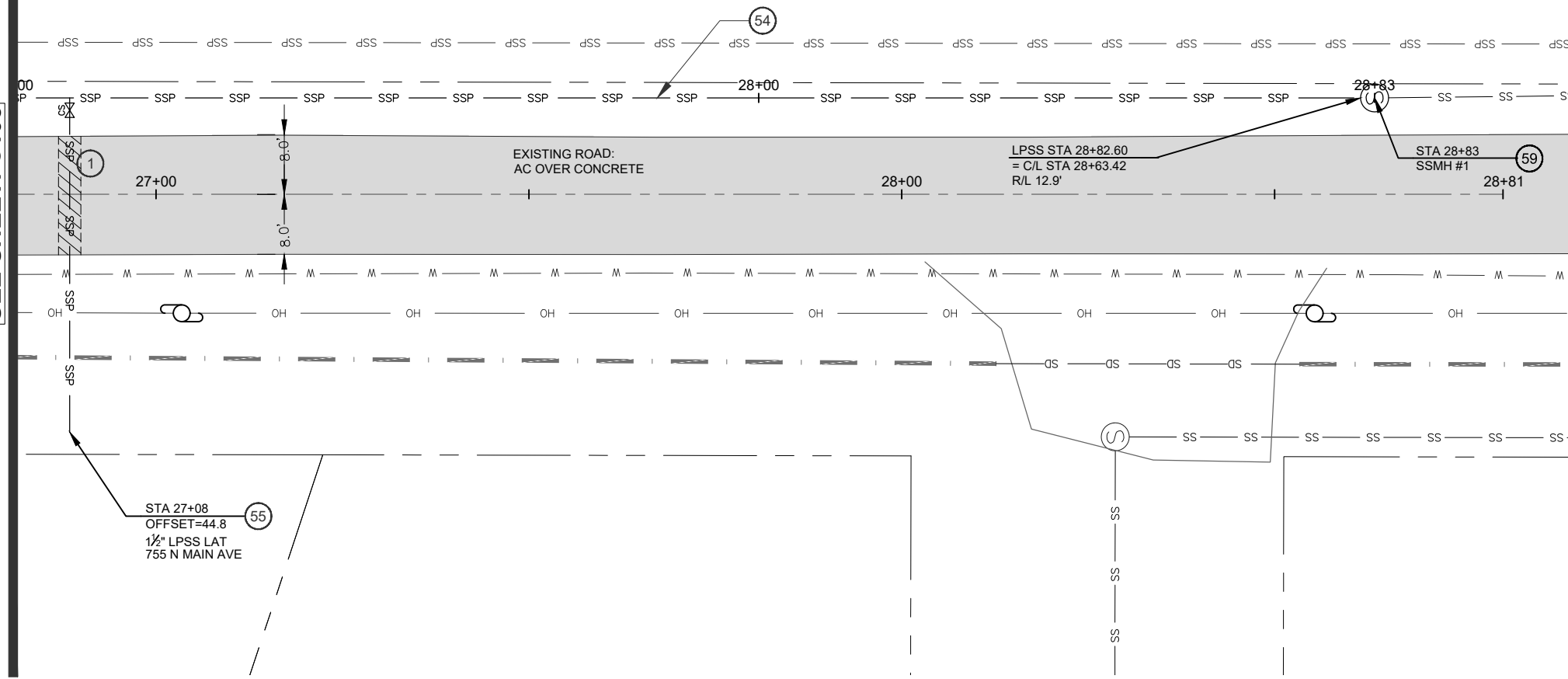
SEE SHEET C107
LPSS MATCHLINE
AT STATION: 25+00

SEE SHEET C109
LPSS MATCHLINE
AT STATION: 27+00

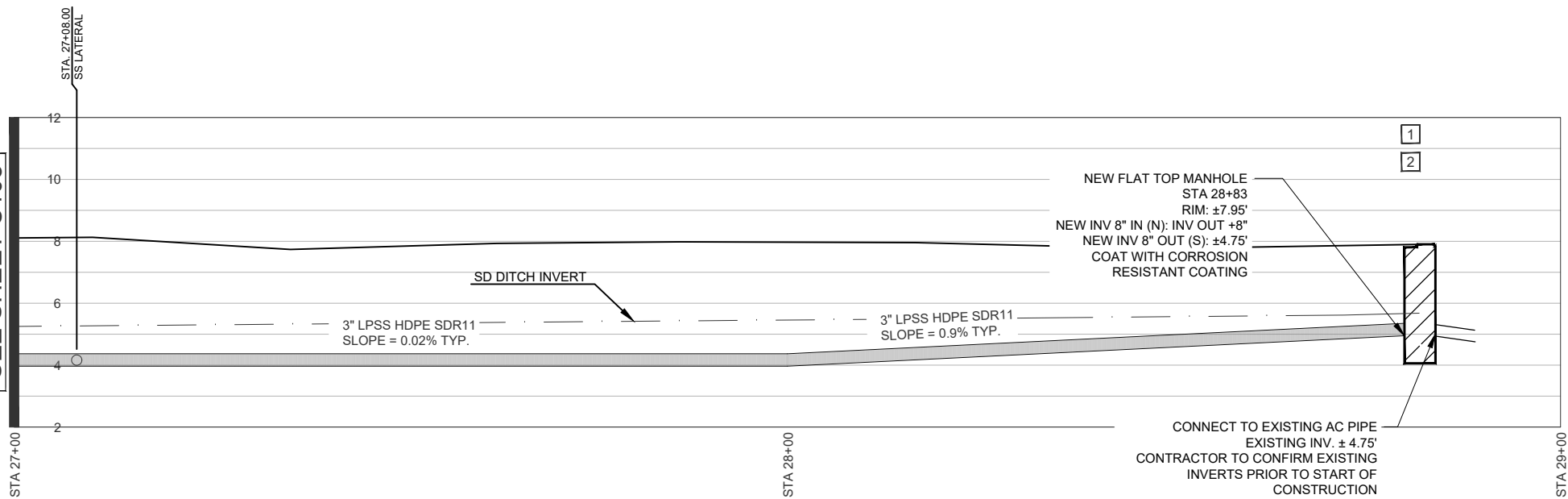
2
C108
PROFILE STA 25+00 TO 27+00
SCALE HORZ 1"=20'
VERT 1"=5'

DATE: 3/7/22 FILE: O:\CW_Projects\3211 Warrenton, City of\3211-004 Low Pressure Design\Drawings\DWG\3211-004 DESIGN.dwg

LPSS MATCHLINE
AT STATION: 27+00
SEE SHEET: C108



LPSS MATCHLINE
AT STATION: 27+00
SEE SHEET: C108



2
C109
PROFILE STA 27+00 TO 28+83
SCALE HORZ 1"=20'
VERT 1"=5'

DEMOLITION NOTES:

- ① SAWCUT AND REMOVE EXISTING
- ② SAWCUT AND REMOVE EXISTING. CONCRETE THICKNESS ±10".
- ③ _____
- ④ _____
- ⑤ _____
- ⑥ _____

IMPROVEMENT NOTES:

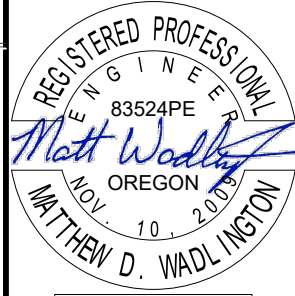
- ⑤3 _____
- ⑤4 INSTALL NEW 3" LOW PRESSURE SEWER PIPE (HDPE SDR 11) AND BEDDING PER DETAIL #1 SHOWN ON SHEET D102. INCLUDING FITTINGS AND FIXTURES PER PROJECT PLANS AND SPECIFICATIONS
- ⑤5 INSTALL NEW 1.5" RESIDENTIAL PRESSURE SERVICE CONNECTION PER DETAIL #1, SHEET D101. LATERAL SHALL TERMINATE 3' FROM ROW.
- ⑤6 _____
- ⑤7 _____
- ⑤8 INSTALL NEW COMBINATION AIR RELEASE VALVE PER DETAIL #2 SHOWN ON SHEET D102.
- ⑤9 INSTALL FLAT TOP MANHOLE PER DETAIL #3 SHOWN ON SHEET D102. COAT WITH CORROSION RESISTANT COATING.
- ⑥0 _____
- ⑥1 _____
- ⑥2 _____
- ⑥3 _____
- ⑥4 _____

KEY NOTES:

- ① UTILITY CROSSINGS PRESENT. CONTRACTOR TO CONFIRM LOCATION AND DEPTH BY POT HOLING PRIOR TO DIGGING. IF EXTERNAL UTILITY CROSSES THROUGH NEW LPSS, RUN LPSS UNDER UTILITY MAINTAINING MINIMUM 6" SEPARATION. INSTALL AIR RELEASE VALVE (SEE IMPROVEMENT NOTES 58) ON UPSTREAM SIDE OF GRADE CHANGE.
- ② _____
- ③ _____

SHEET NOTES:

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- 3. TYPICAL ELEVATION FOR NEW LOW PRESSURE SEWER PIPE SHALL BE 4' AT PIPE INVERT. ADJUST DEPTH OF BURY AS REQUIRED TO MAINTAIN CONSTANT GRADE.
- 4. APPROXIMATE DITCH DEPTH MARKS THE APPROXIMATE ELEVATION OF THE INVERT OF THE STORM WATER DITCH SOUTH OF NW 7TH AND WEST OF N MAIN. LATERALS MUST CROSS AT LEAST 2' BELOW THE INVERT ELEVATION.



RENEWS: 06/30/2022



541-223-5130
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200 FERRY ST SW
ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

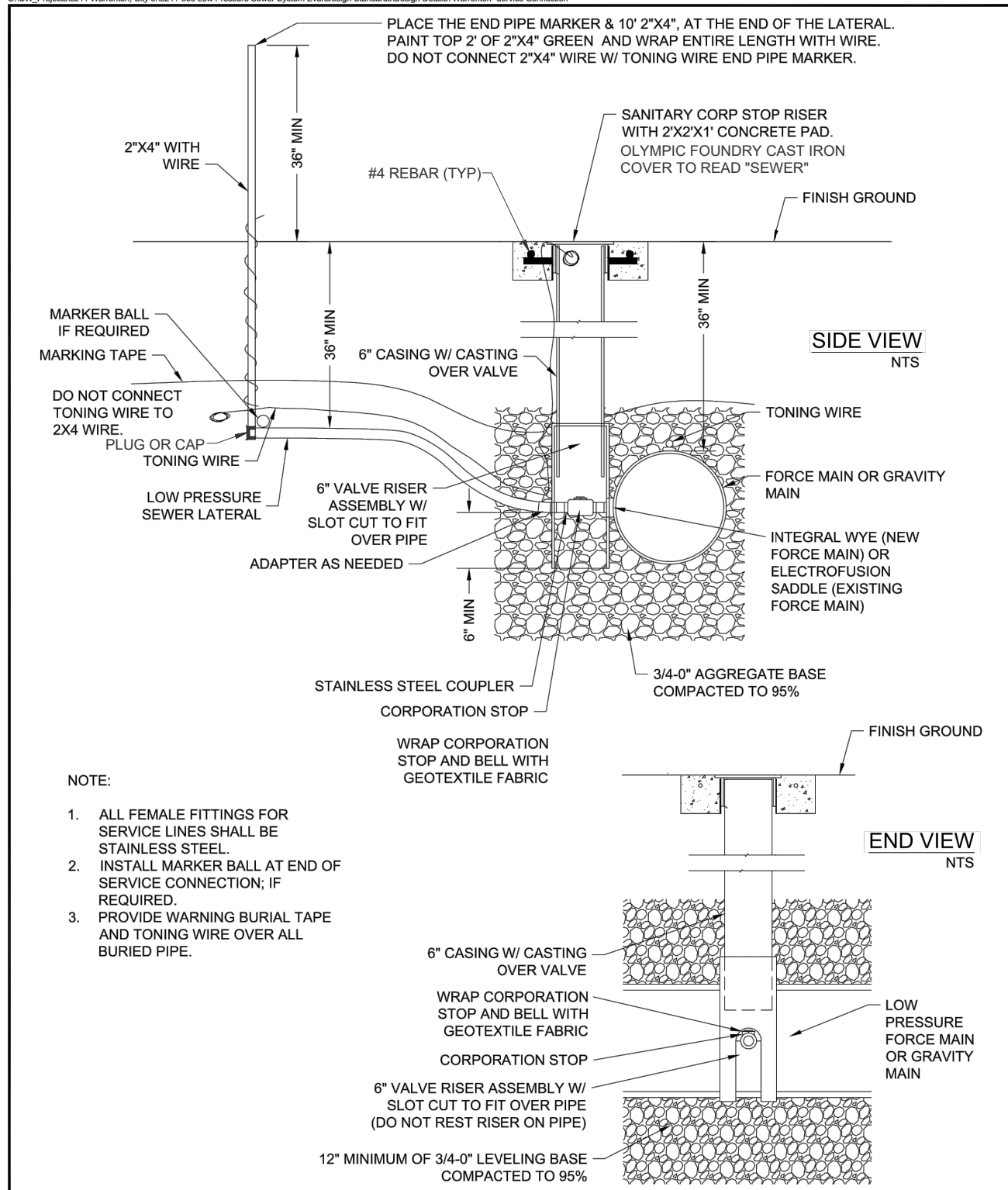
DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON
NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

27+00 TO 28+83

Sheet No. **C109**
Date **FEBRUARY 2022**



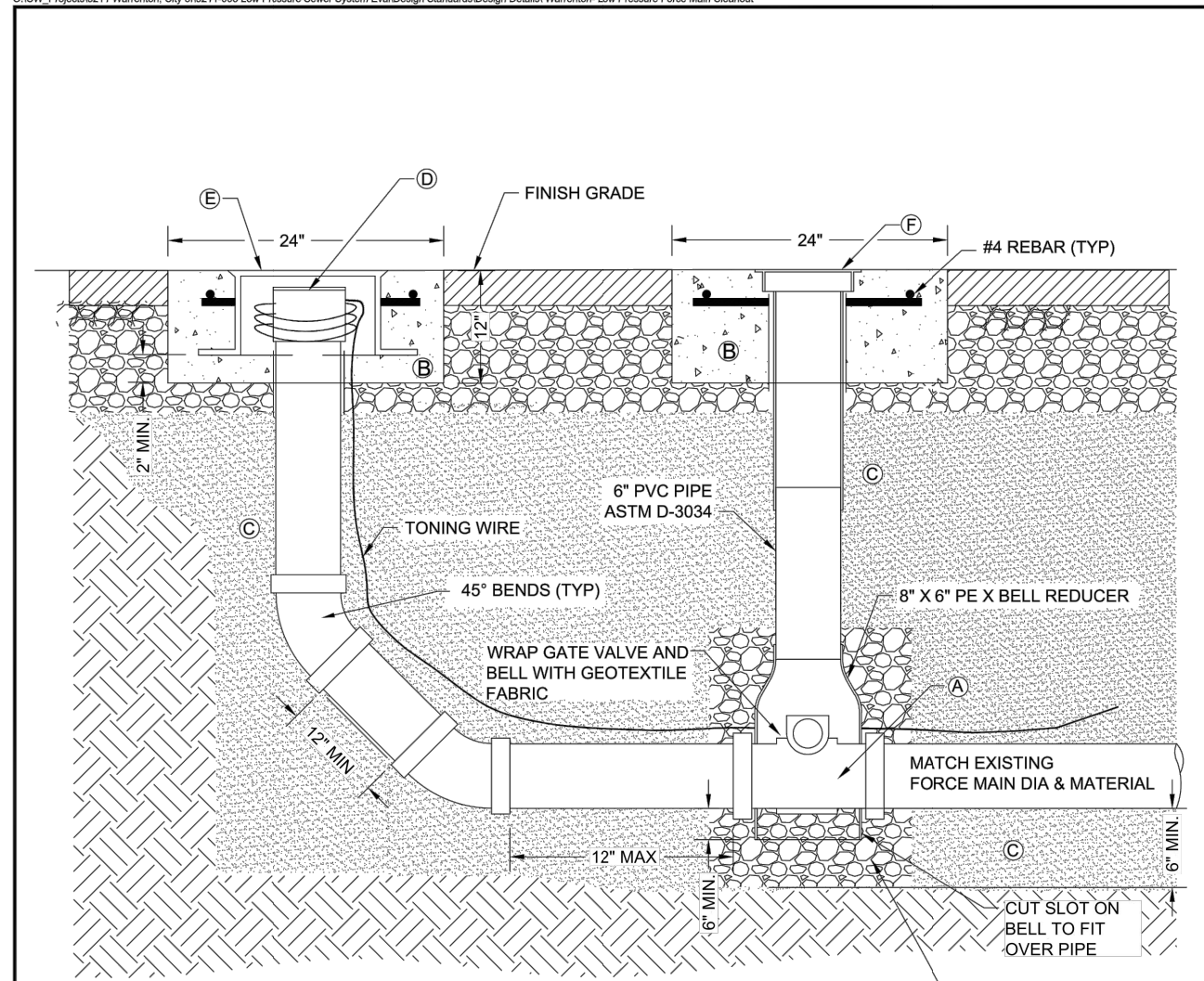
CITY OF WARRENTON
225 SOUTH MAIN STREET
WARRENTON, OREGON 97146
(503) 861-2233

RESIDENTIAL PRESSURE SERVICE CONNECTION

SHEET NO.

LPS-03

APPROVED: DRAFT



CITY OF WARRENTON
225 SOUTH MAIN STREET
WARRENTON, OREGON 97146
(503) 861-2233

FORCE MAIN FLUSHING CONNECTION

SHEET NO.

LPS-04

APPROVED: DRAFT



RENEWS: 06/30/2022



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200 FERRY ST SW
ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ	DRAWN BY: BRJ	CHECKED BY: MDW
PROJECT NO: 3211-004		

CITY OF WARRENTON NW 7TH PLACE & N MAIN AVE	LOW PRESSURE SEWER LINE	DETAIL
--	-------------------------	--------

Date Sheet No:
D101
FEBRUARY 2022

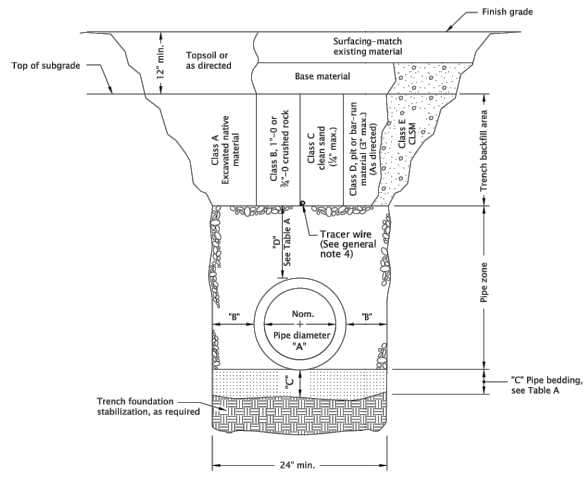
rd300.dgn 20-JUL-2020

00CGR

TABLE A

"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter, see general note 3.



MULTIPLE INSTALLATIONS

DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:**
- Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
 - For pipe installation in embankment areas where the trench method will not be used and the pipe is $\geq 30"$ diameter, increase dimension "B" to nominal pipe diameter.
 - Pipes over 72" diameter are structures, and are not applicable to this drawing.
 - See Std. Dwg. RD336 for tracer wire details (When required).

Calc. Book No. N/A SDR DATE 14-JUN-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

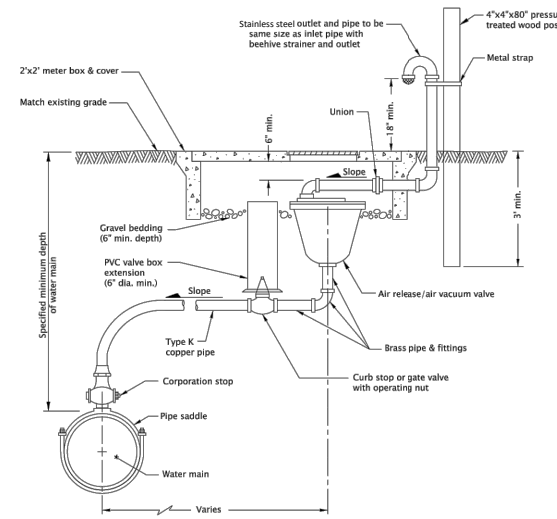
OREGON STANDARD DRAWINGS
TRENCH BACKFILL, BEDDING,
PIPE ZONE AND MULTIPLE
INSTALLATIONS

2021

Effective Date: June 1, 2021 – November 30, 2021 RD300

rd270.dgn 20-JUL-2020

00CGR



- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:**
- Air release/air vacuum valve shall be size specified in Contract. Piping and valves to be same size as combination air release/air vacuum valve.
 - Locate at high point of main.
 - Tap top of main.
 - Provide insulation and additional depth when specified for freeze protection.
 - See project plans for details not shown.

Calc. Book No. N/A SDR DATE 25-JUN-2017

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

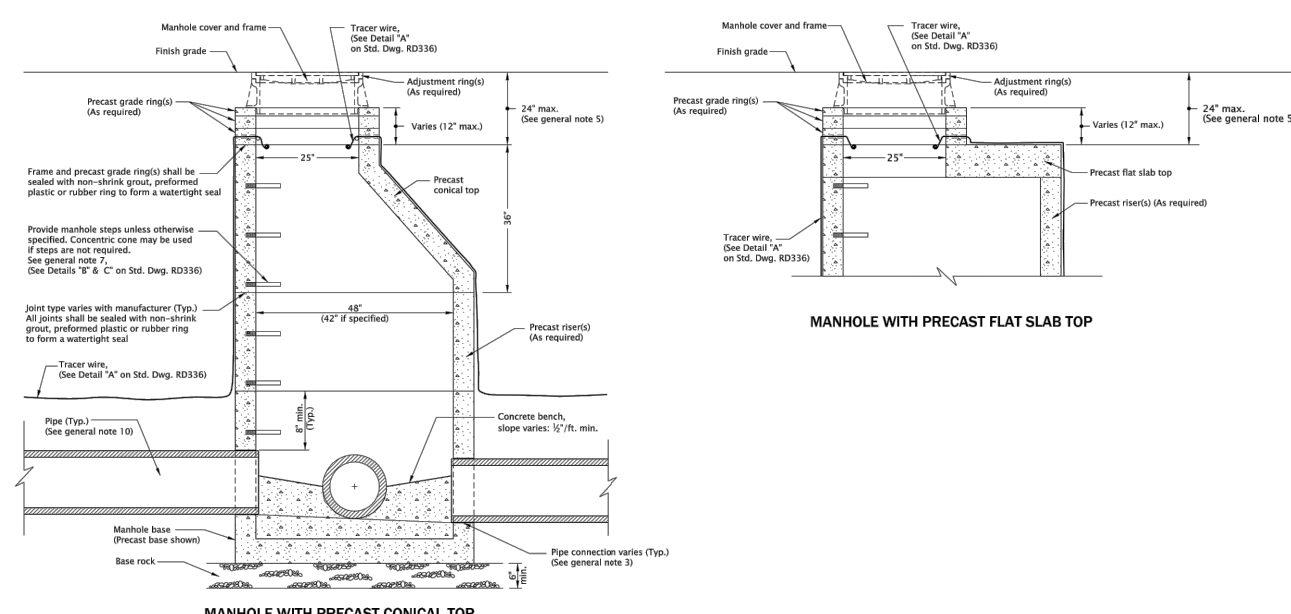
OREGON STANDARD DRAWINGS
COMBINATION AIR RELEASE
AIR VACUUM VALVE ASSEMBLY
(2" AND SMALLER)

2021

Effective Date: June 1, 2021 – November 30, 2021 RD270

rd338.dgn 20-JUL-2020

00CGR



- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:**
- All precast products shall conform to requirements of ASTM C478.
 - Standard precast manhole section diameter shall be 48". Use 42" if specified by the Engineer.
 - See Std. Dwg. RD345 for pipe to manhole connections.
 - See Std. Dwg. RD344 for manhole base section.
 - Adjust 24" maximum.
 - All connecting pipes shall have a tracer wire, or approved alternate.
 - See Std. Dwg. RD336 for manhole steps.
 - See Std. Dwg. RD336 for details not shown.
 - See Std. Dwg. RD356 for manhole covers and frames, manhole adjustment rings, etc. the Engineer.
 - Max. pipe diameter varies with pipe material.
 - See Std. Dwg. RD342 for shallow manholes.
 - Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
 - This detail limited to interior drop of 24". See Std. Dwg. RD350 or RD352 for drop manhole details for drops in excess of 24".

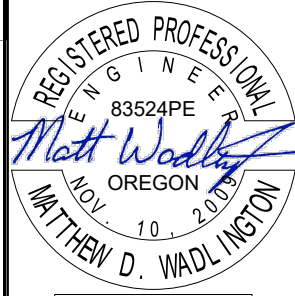
Calc. Book No. N/A SDR DATE 21-JUN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
STANDARD
SANITARY SEWER MANHOLE

2021

Effective Date: June 1, 2021 – November 30, 2021 RD338



RENEWS: 06/30/2022

Civil West
 Engineering Services, Inc.

541-223-5130
 www.civilwest.com

200 FERRY ST SW
 ALBANY, OR 97321

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: BRJ DRAWN BY: BRJ CHECKED BY: MDW
 PROJECT NO: 3211-004

CITY OF WARRENTON
 NW 7TH PLACE & N MAIN AVE

LOW PRESSURE SEWER LINE

DETAILS

Sheet No. **D102**
 FEBRUARY 2022

DATE: 3/7/22 FILE: O:\CW_P\Projects\3211 Warrenton, City of\3211-004 Low Pressure Design\Drawings\3211-004 DESIGN.dwg

Oregon Department of Forestry Habitat Conservation Plan (HCP) Process Update



Draft Environmental Impact Statement for the Western Oregon State Forests Habitat Conservation Plan

Prepared for:
National Marine Fisheries Service
Oregon/Washington Coastal Area Office
1201 NE Lloyd Boulevard, Suite 1100
Portland, OR 97232

Prepared by:
ICF
1200 6th Avenue, Suite 1800
Seattle, WA 98101

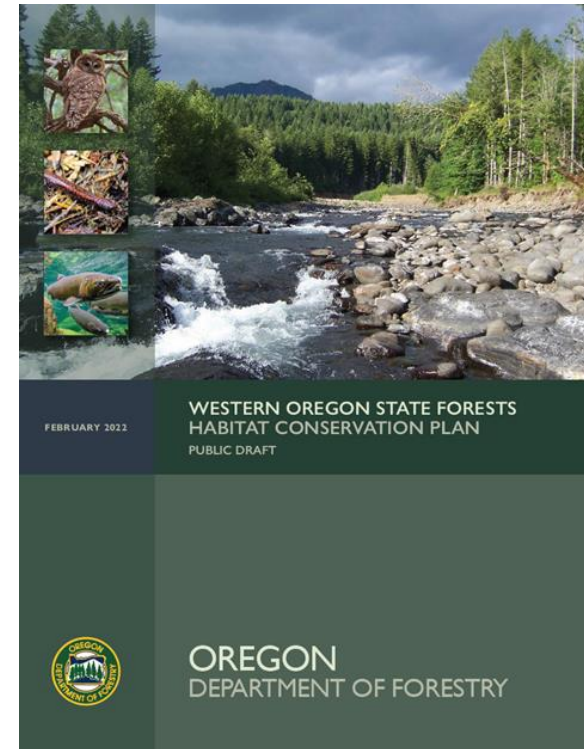
March 2022

Laura Wilkeson
State Forest Policy Director
Hampton Lumber

laurawilkeson@hamptonlumber.com

Cell: 971-304-4215

www.hamptonlumber.com

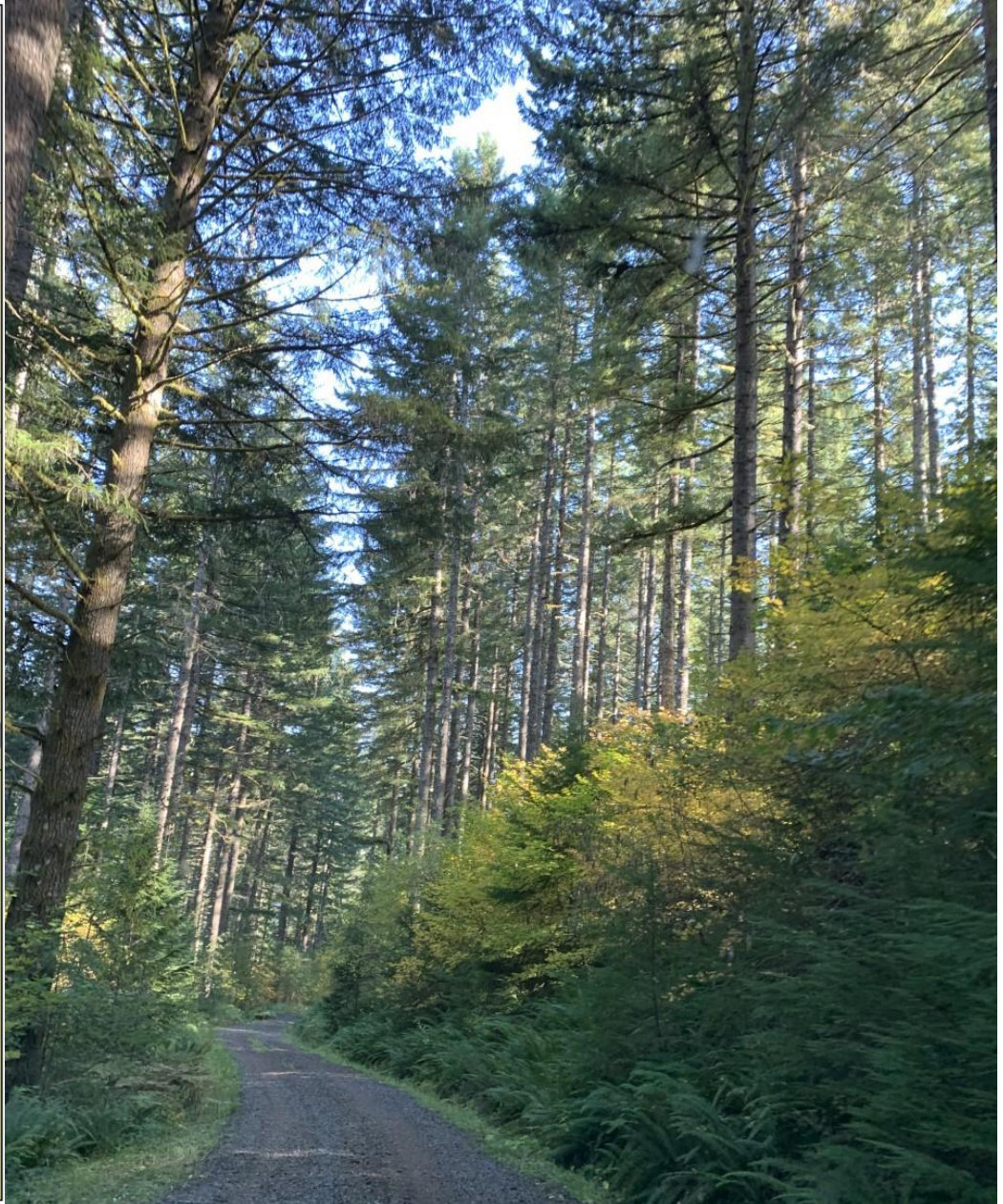
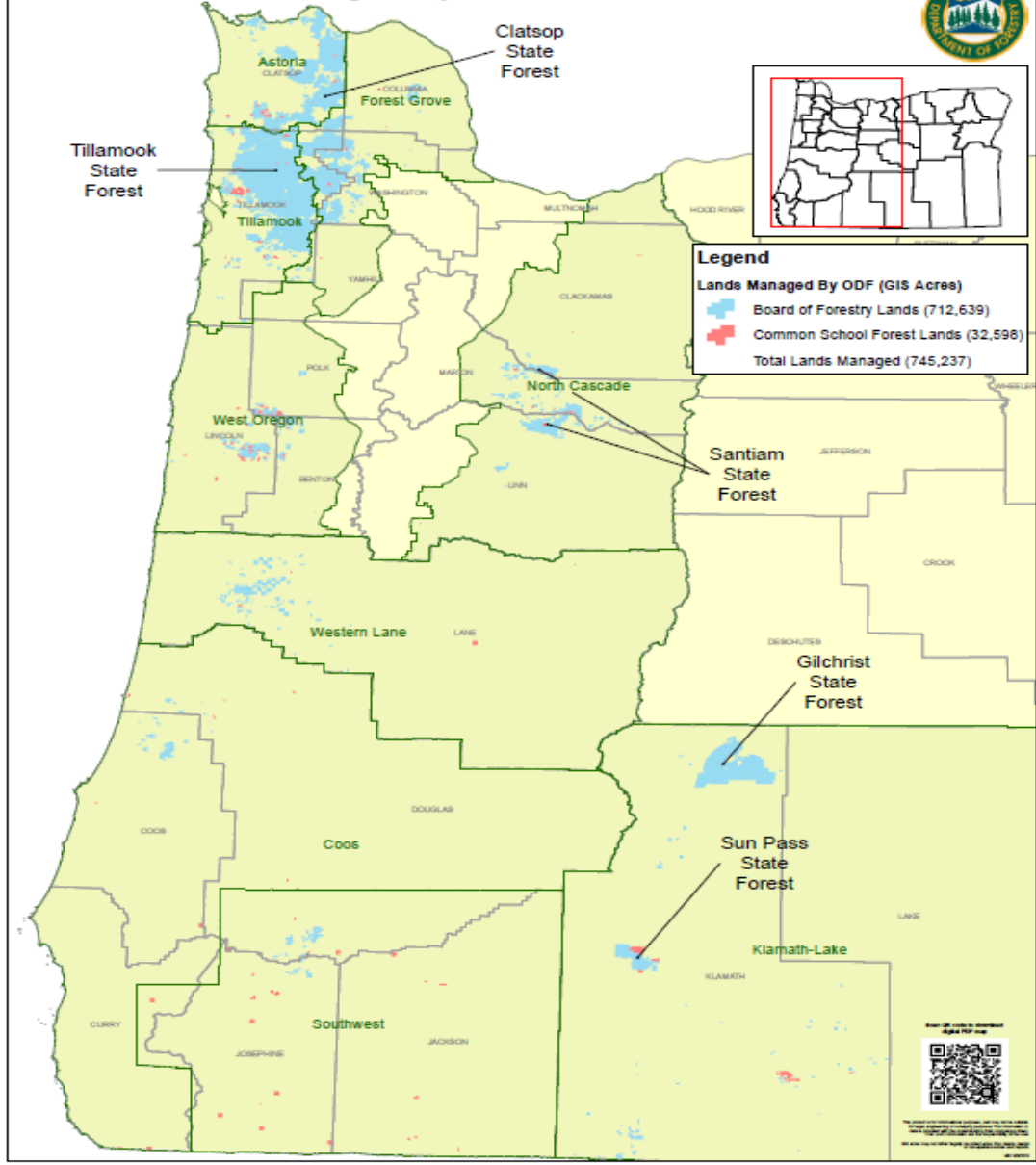


State Forest Background

- The State of Oregon has a contractual relationship with 15 counties to manage 745,000 acres of state forestlands.
- Managed by ODF on behalf of the forest trust land counties.
- State obligated to support the environmental, economic, and social values of these forests –Greatest Permanent Value (GPV)



Lands Managed by the State Forests Division



County Beneficiaries

- Statutory Revenue Formula:
 - 36.25% to ODF - 63.75% to counties.

CLATSOP

~39% for county government, roads, special projects,
other tax districts

~31% for individual school districts

~22% for the County School Fund

~7% for Clatsop Community College

~1% NW ESD

Clatsop County
4-H/Extension Service
Port of Astoria
Clatsop Care Center
Rural Law Enforcement
Road District 1
Clatsop Community College
NW ESD
Warrenton-Hammond School District
Seaside School District
Jewell School District
Astoria School District
Knappa School District
Clatskanie School District
Sunset Transportation District
Sunset Parks & Recreation
Union Health
Rural Fire Protection Districts

Additional Beneficiaries

OREGON STATE FOREST INDIRECT ECONOMIC IMPACTS

The social and economic impacts of Oregon State Forest timber harvests extend far beyond stumpage payments. In addition to stumpage revenue, ODF harvests in FY21 (260 mmbf) generated more than **\$142.4 MILLION** for logging, hauling, road building, and lumber businesses **IN LOCAL COMMUNITIES**.



Actual Economic Impact
ODF Timber Harvest (FY21)

\$260.4M

- DIRECT AND INDIRECT
- Stumpage (ODF & Counties)
 - Logging & Hauling
 - Road Construction/Maintenance/Access
 - Mill Wages/Benefits
 - Lumber Sales & Logistics
 - Harvest Tax
 - Lumber Trucking

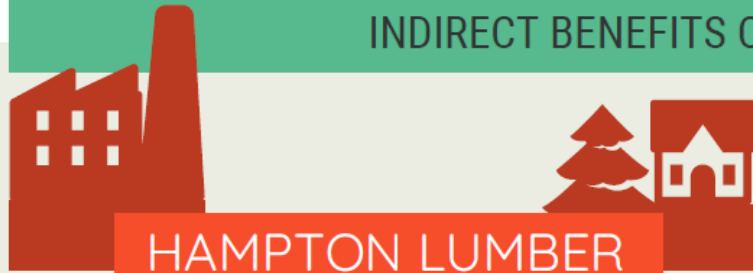
ODF
\$42.8M

HARVEST TAX
\$1.1M

COUNTIES
\$74.1M

LOCAL RESIDENTS
\$142.4M

INDIRECT BENEFITS OF ODF TIMBER PROGRAM: HAMPTON CASE STUDY



HAMPTON LUMBER

ODF TIMBER PURCHASED (FY21):
71,749 MBF

STUMPAGE VALUE: **\$29.3M**

LOGGING & HAULING: \$16.5M
ROAD BUILDING & MAINTENANCE: \$3.5M
PAYMENTS LANDOWNERS: \$110k
MILL WAGES & BENEFITS (HAMPTON ONLY): \$8.8M
LUMBER TRUCKING: \$2M
LUMBER SALES & LOGISTICS: \$8.4M

LOCAL BENEFITS: **+\$39.3M***

TOTAL BENEFITS: **\$68.6M**

48 WEEKS OF
SAWMILL
OPERATIONS

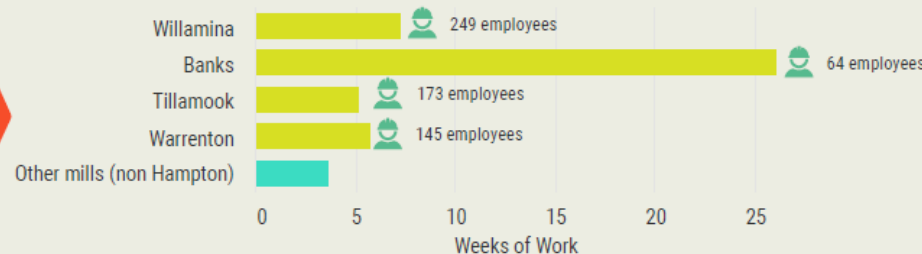


FINISHED PRODUCTS

293,627 METRIC TONS OF CO2
STORED IN LUMBER

7,466 HOMES FRAMED

Hampton Sawmills: ODF-related Operating Time



*DOES NOT INCLUDE HARDWOOD SAWMILL OR SECONDARY MANUFACTURING IMPACTS

It takes
a village.
Over 75 small,
family-owned
businesses
worked ODF
sales for
Hampton in
2021

What is an Habitat Conservation Plan (HCP)?

- ✓ Voluntary agreement to protect wildlife species and ecosystems
- ✓ Provides landowners operational flexibility and assurances
- ✓ Incidental take permit (ITP)

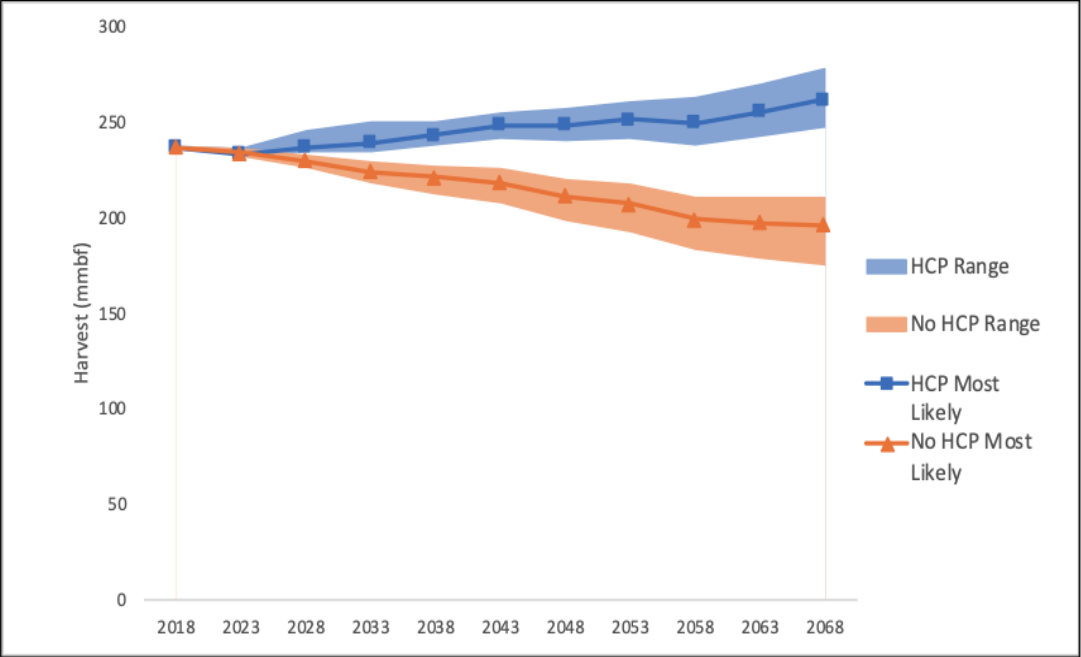


Oregon's HCP Process

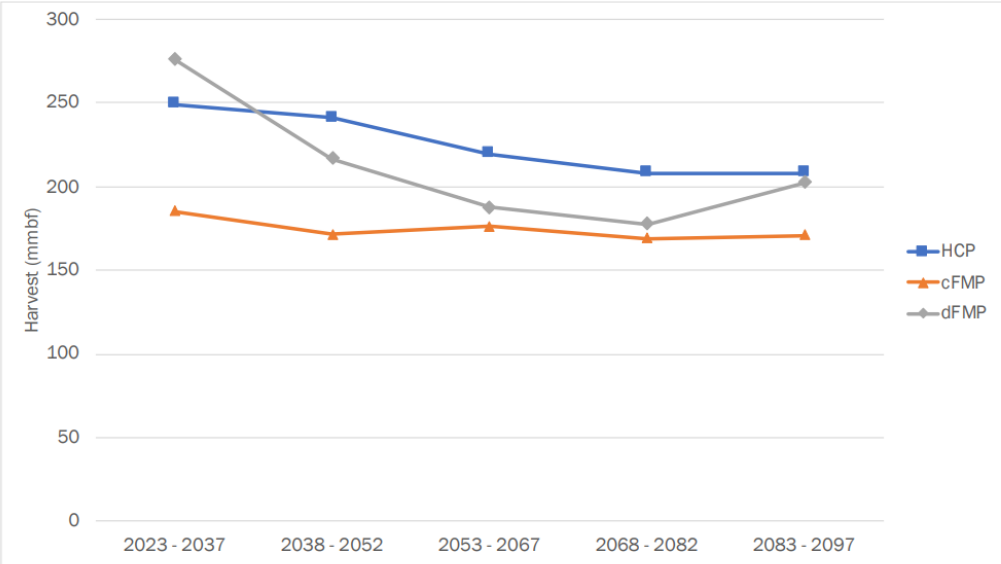
- ODF prepares draft HCP
 - Negotiated without stakeholder input or consultation with counties
- October 2020 – Board of Forestry moves HCP through National Environmental Policy Act (NEPA) process – starting with Scoping Period and EIS development
- USFWS and NOAA's National Marine Fisheries Service review, analyze and approve or deny the State's HCP and ITP



Economic Outcomes



Average Annual Harvest Volume

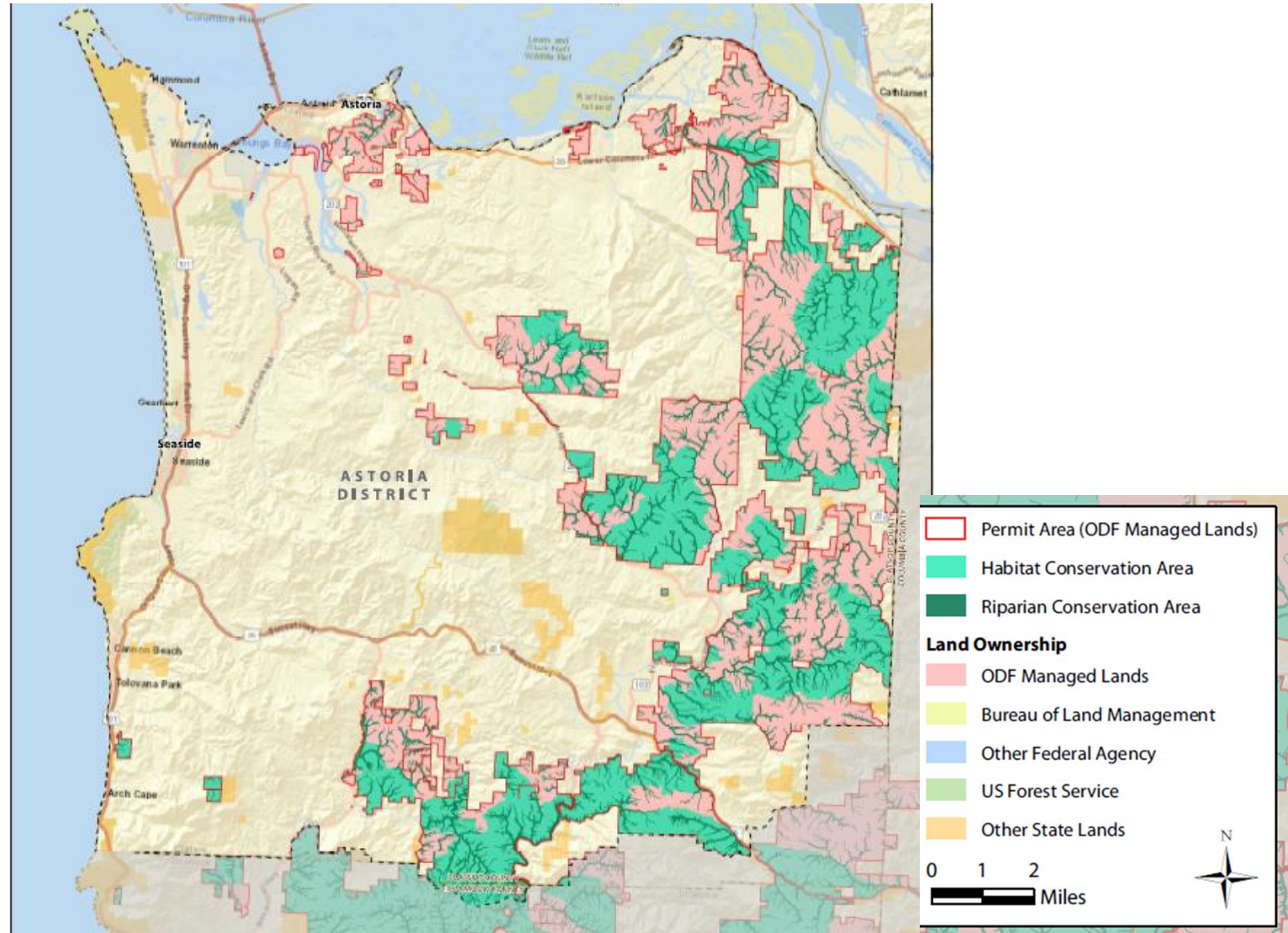


2018 Business Case Analysis vs 2020 Comparative Analysis

Stakeholder Concerns

- HCP creates new habitat - 60% of forestland will be restricted from harvest, resulting in:
 - 25-30% reduction in harvest (50MMBF) from current levels.
 - \$13M/year reduction in county revenue.
 - 50% budget deficit for ODF.
- HCP developed without socio-economic analysis

ODF Astoria District HCAs



5 “alternatives” under consideration

- **Alt 1 – No Action** (current FMP/take avoidance)
- **Alt 2 – Proposed Action** (ODF’s HCP)
- **Alt 3 – Increased Conservation**
 - Increased buffers (no harvest areas) for small perennial and seasonal non-fish-bearing streams
 - Road decommission goals
- **Alt 4 – Reduced Permit Term**
 - Reduces HCP from 70 years to 50 years
- **Alt 5 – Increased Timber Harvest**
 - Adds 15,500 acres for harvest (2.08% of all state forestland)
 - Slightly expanded ability to harvest stands with Swiss needle cast stands in HCAs

Concerns with EIS

- Alternatives are too narrow – only differentiate slightly from each other
- “No Action” alternative is misleading – assumes harvest levels lower than current average
- Feds eliminated “county alternative” that would have released more acres for harvest while protecting species
- Socioeconomic not thorough enough – direct and indirect economic activity needs to be considered

Need more analysis and more time to get this right!

Timber Harvest Projections for Alternatives

Table 3.1-1. Modeled Average Annual Harvest Volume (MMBF/year) by Alternative^a

Year	No Action	Proposed Action	Alt. 3	Alt. 4	Alt. 5
1-25	179.3	247.0	246.1	247.0	258.0
26-50	174.8	221.7	220.8	221.7	227.0
51-70	169.3	204.3	203.3	-- ^b	212.2

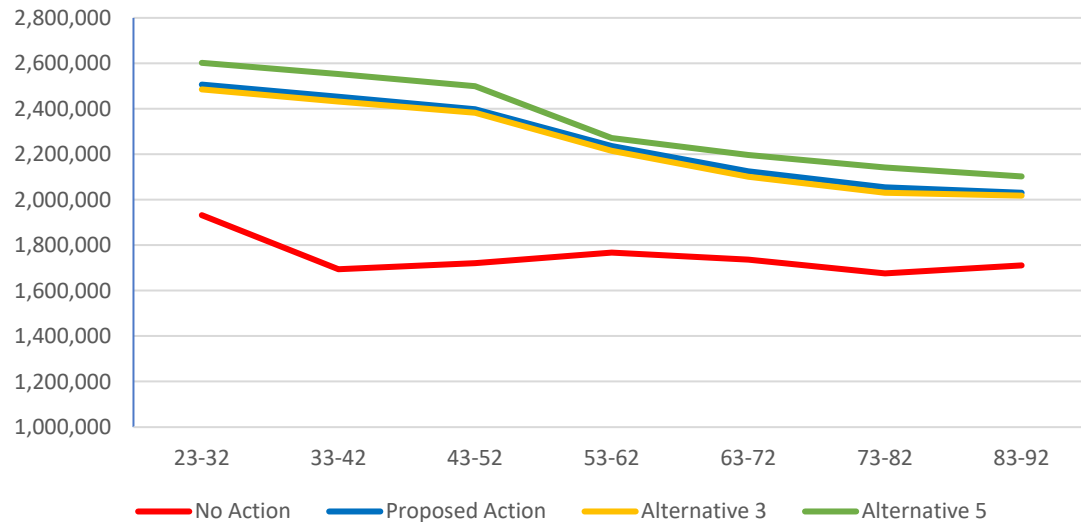
Source: Forest model

^a Includes clearcut harvest and thinning.

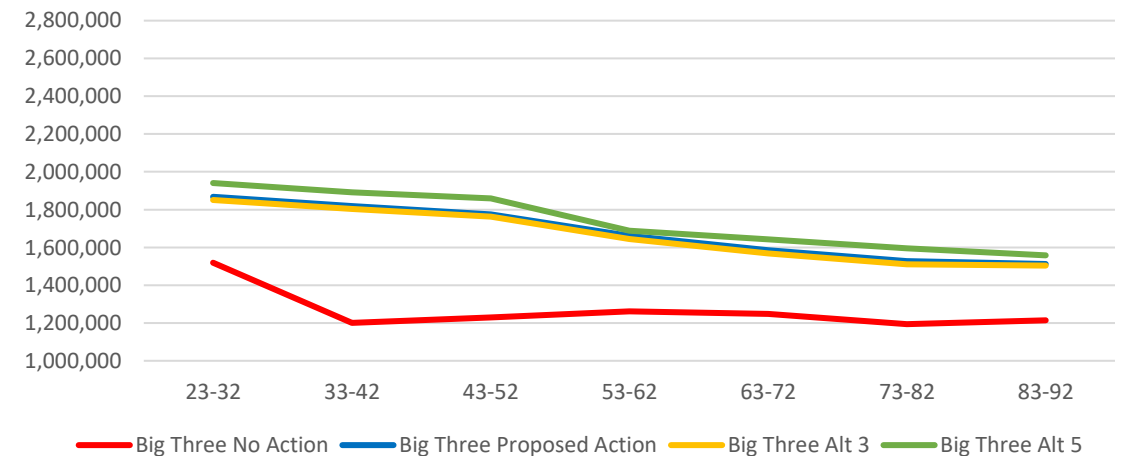
^b Alternative 4 would have a 50-year permit term.

MMBF = million board feet

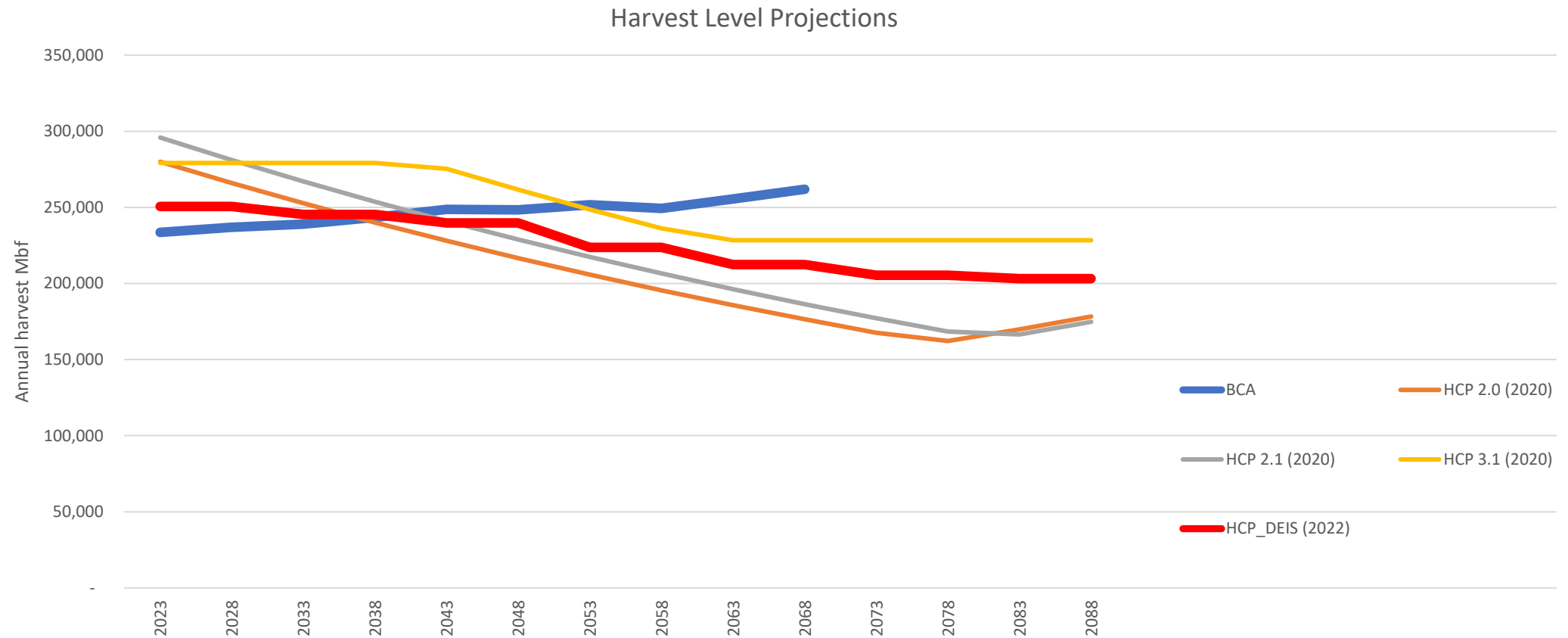
Harvest Volumes by Decade (All Districts)



Harvest Volumes by Decade - Astoria, Forest Grove, Tillamook Districts ("Big Three")

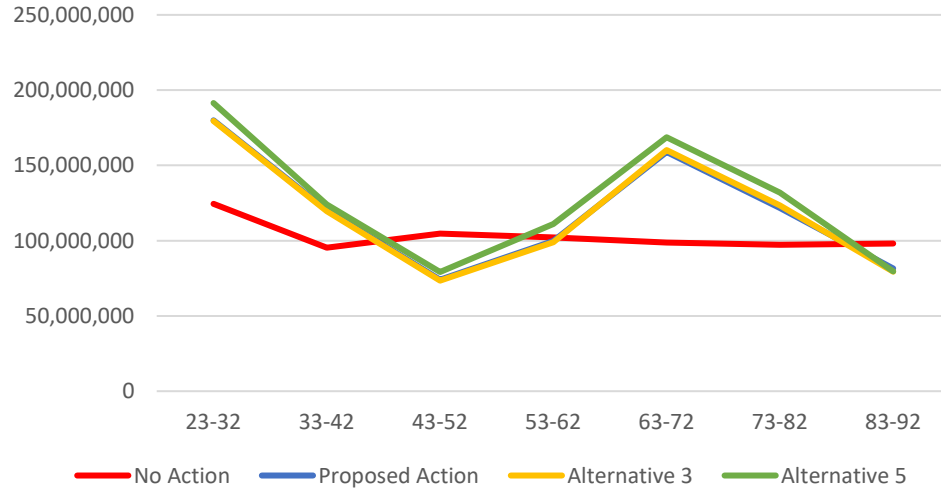


ODF Harvest Projections Comparison



Clatsop County Socioeconomic Results

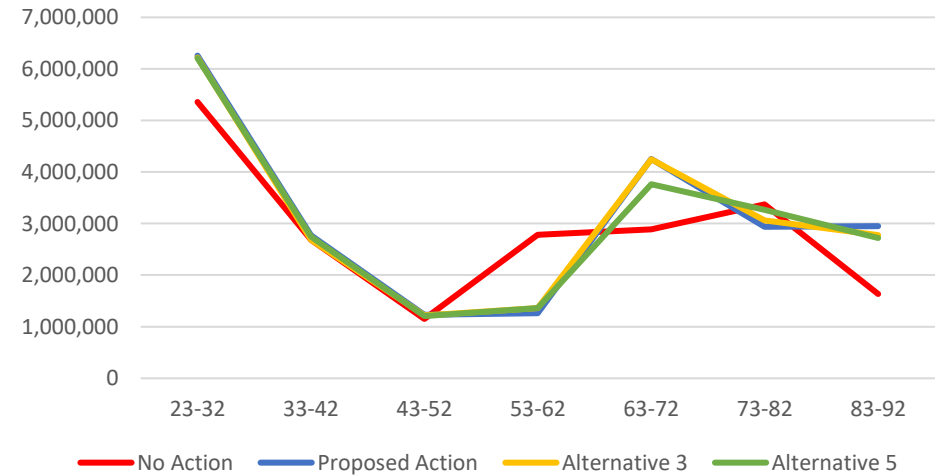
Clatsop County BOFL Revenue



NOTE:

Revenue drops significantly in the first 30 years of the HCP regardless of selected alternatives

Warrenton-Hammond School District BOFL Revenue



NEPA/EIS Process

- ✓ National Environmental Policy Act (NEPA) analysis & environmental impact statement (EIS)
- ✓ Alternatives analysis
- ✓ Socioeconomic report of financial impacts to counties and taxing districts

- Public comment period**
- Final EIS and approval from Feds**
- Final approval of HCP by the Board of Forestry**

How you can help

- Until May 17, 2022 - NOAA Fisheries 60-day public comment period
 - <https://www.fisheries.noaa.gov/action/western-oregon-state-forests-habitat-conservation-plan>
- **April 6th, 1-3pm – Public testimony via virtual public meeting**
- Comments directly to the BOF and the Governor's Office

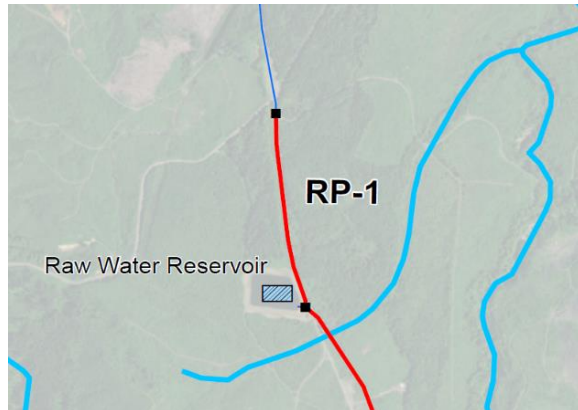


Hammond Waterline



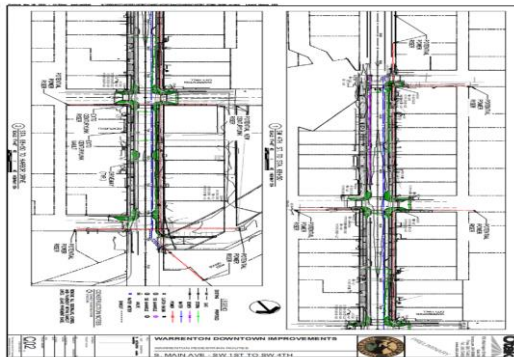
Budget: \$2.5 Million
Completion: Winter 2023
Update: Received \$1,000,000 earmark. Our understanding is that the funds are coming from the EPA - State and Tribal Assistance Grant - Drinking Water - State Revolving Fund. This funding is consistent with our current funding, so we don't expect too many additional requirements as part of this funding. We will be coming to commission to discuss purchasing pipe before selecting a contractor

Raw Waterline – Lewis & Clark - Reservoir



Budget: \$900,000
Completion: Summer 2022?
Update: Design documents are 90% completed. Currently waiting on response from DSL and USACE for wetland issues. We will be coming to commission to discuss purchasing pipe before selecting a contractor.

**Downtown Main Street Improvements/
SW 4th Street**



Estimate: \$5.5 Million/\$1.0 Million
Completion: Fall 2027
Update: Negotiating project management agreement with Kolsch Group. Received their scope of work and budget yesterday.

There is an option to complete a portion of SW 4th, but some issues with undergrounding power.

Safe Routes to School/SW 9th Intersection



Budget: \$500,000/\$220,000

Completion: Fall 2022/Summer 2022

Update: Engineering Firm is working with ODOT on approvals. ODOT requires stormwater treatment and that has become an issue that is being addressed. We still do expect construction to take place this summer. Working with consultants and ODOT to start the SW 9th Street intersection prior to the SRTS project

Water Treatment Plant Roof



Budget: \$250,000

Completion: Summer 2022

Update: Strongwork Architecture inspected the existing conditions of the roof. They believe that the roof/design is sub-standard and the materials used are not suitable for this location. They are preparing a design to re-roof the existing building. The City will bid the project after the design is completed first part of April

N Main Ave & NW 7th Place (Sewer/Road)



Estimate: \$383,100/\$567,000

Completion: Summer 2022/Spring 2023

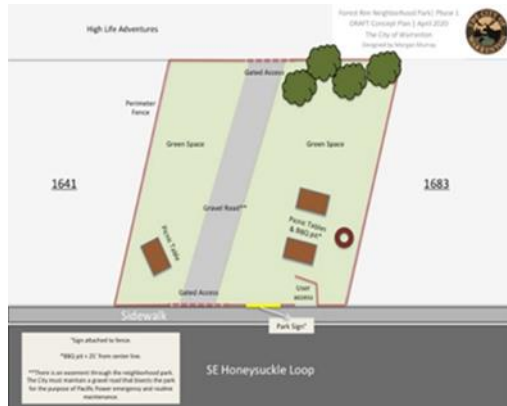
Update: Low Pressure Sewer is expected to go out to bid this week (on current Agenda). Road design to begin shortly with construction starting possibly late summer or next spring

Hammond Stormwater



Budget: \$340,000
Completion: Summer 2022
Update: Working with ODOT on some issues at the crossing of Pacific Avenue. Design plans are 80% complete

Forest Rim Parklet



Budget: \$46,000
Completion: Summer 2022
Update: Contractor/City Staff will complete the mass grading this spring (when it dries out). City staff will complete the fine grading, top soil placement, driveway work, and install picnic tables. Contractor will install ADA driveway and concrete sidewalks



Public Works Department

Memorandum

To: City of Warrenton Commission
From: Collin Stelzig, Public Works Director
Cc: Linda Engbretson, City Manager
Date: March 22, 2022
Re: Eagles Landing Apartments – Waterline Design

Stan Johnson of Astoria NW Homes submitted a site design review application for a 16-unit apartment project with off street parking and the Skipanon River Trail as common open space, in the RH High Density Residential Zone located adjacent to Spur 104. The subject property is 0.76 acres and identified as Tax Lot(s) 81028AD002500.

The property was rezoned to RH in 2017, which allowed "multifamily" as an outright permitted use. In addition, a block of SE 15th was vacated for this development by the commission in the summer of 2020.

The developer has been noticed of the requirement to prepare a water model or water system calculations since the pre-application meeting. As part of their approved development submittal documentation, the design engineer acknowledged that they will use the City's hydraulic model to verify adequate fire flow is available. In addition, the developer has been reminded in multiple engineering reviews of this requirement.

After receiving the most current engineering review document, that also included the reminder that a water model or water system calculations is required, the Developer asked if he could upsize the waterline in leu of paying for water modeling work. The Developer hoped to save money by simply upsizing the waterline and not paying for the water modeling work. The City ran a simple model to determine a 12" waterline would be necessary to provide water for future developments. The City also suggested that they work with the future developer and talk to them about their project and the possibility of sharing cost for the new waterline.

The Developer has since changed their stance on upsizing the waterline in leu of paying for the water modeling work.

It should be noted that the Developer's engineering firm is working for both Eagles Landing and the proposed future development. It is assumed that the engineering firm also has the documentation stating the required fire flows for the future development from the Fire Chief.

A question about what authority does the City have to require the waterline to be upsized has been asked of public works. In general, the City is tasked with insuring that adequate public facilities are available to serve development as it occurs and that proper attention is given to site planning and development so as to not adversely impact the orderly, efficient and economic provision of public facilities and services. More specifically, Chapter 3.16 ADVANCE FINANCING OF PUBLIC IMPROVEMENTS of the City's municipal code states the following under 3.16.030 Purpose:

- A. The purpose of this chapter is to ensure:
 1. Orderly new development by providing methods to finance necessary public improvements; and
 2. That necessary public improvements are installed concurrently with, or before, the new development occurs.
- B. The purpose of this chapter is also to allow the City to require that new developments pay for installation costs of these necessary public improvements, to assure that they are installed in accordance with the adopted master plan, and to reimburse developers and/or the City for a share of costs incurred if a development or improvement provides access to public improvements for other benefiting property owners. (Ord. 1043-A § 3, 2000)

Below are correspondence between the City and the Development team associated with this issue:

May 8, 2019 – Pre-Application Memorandum

10. Developer team is responsible for determining if fire flows are available at this location. This can include hydrant testing and/or water modeling.

August 15, 2019 – Impact Study Submitted by the Developer's Engineer

While not verified yet by the City's hydraulic modeling, it is currently assumed that adequate fire flow is available. Extension of the City's water system is proposed along the project's frontage In the Chinook St. right-of-way.

December 19, 2020 – Engineering Review #1

29. Provide water system calculations providing for future extensions beyond present development that are consistent with the Development Code

June 29, 2021 – Engineering Review #2

29. Provide water system calculations providing for future extensions beyond present development that are consistent with the Development Code.

Not addressed. The impact statement provided appears to have other project information in the data and some calculations appear to be incorrect. Review of

the document was not completed pending correct information to be provided. Impact statement shall include reasonable demand estimations supported by data and calculations, including future demand, industry or local standards/requirements, and supporting resources to clarify assumptions and support opinions. Section 6.2 of the engineering standards applies to flow rates. The flow rates in the proposed line are required to be taken into consideration for future development extension. Hydraulic modeling results have not been submitted. The future development in this case can be reasonably estimated. Looping or dead-end conditions in the future development need to be considered in the calculations and meet engineering standards.

November 29, 2021 – Engineering #3

29. 12/19/20 Provide water system calculations providing for future extensions beyond present development that are consistent with the Development Code.

~~6/29/21 Not addressed. The impact statement provided appears to have other project information in the data and some calculations appear to be incorrect. Review of the document was not completed pending correct information to be provided. Impact statement shall include reasonable demand estimations supported by data and calculations, including future demand, industry or local standards/requirements, and supporting resources to clarify assumptions and support opinions. Section 6.2 of the engineering standards applies to flow rates. The flow rates in the proposed line are required to be taken into consideration for future development extension. Hydraulic modeling results have not been submitted. The future development in this case can be reasonably estimated. Looping or dead-end conditions in the future development need to be considered in the calculations and meet engineering standards.~~

11/29/21 Not addressed. The City will not accept a water system design without engineering calculations to back up the system design. The future development to the north, which the City believes to have conceptual if not preliminary plans, can be reasonably estimated and it is the developer's (consultant's) responsibility to provide the methodology and engineering calculations for the estimate when not specified by the City. The City has proposed using the City's water model for analysis but other standard engineering methods may be acceptable

December 7, 2021 – Email from Public Works Director to Development Team

Stan,

Last week you asked if you could simply upsize the waterline for your project instead of completing the required modeling or system calculations. We did look at this area and ran a very simple model to determine what size is necessary to provide water for future developments. As part of the zone change request by the Kujala Family, the fire chief suggested that a fire flow of 3,500 gpm could be required for the proposed multi-family

development. The proposed development would likely need a 12” waterline to provide a fire flow of 3,500 gpm. It’s not clear what the Kujala family currently is planning for this development, but I would suggest talking to them about their project and possibly talk about some cost sharing for the new waterline.

Like you alluded to in our meeting, a looped system would likely allow the waterline size to be reduced to something smaller than a 12” waterline. With that said, its unclear how a looped system could be economically constructed as part of the Kujala development.

Please send me your thoughts and ideas and we’ll respond in a timely manner.

December 15, 2021 - Email from Public Works Director to Development Team

Stan,

I received your phone message about the 12” waterline requirement. You originally asked if you could simply upsize the waterline for your project instead of completing the required modeling or system calculations. My suggestion is that a 12” could be used if a water model or water system calculation wasn’t completed.

Your phone message asked about a latecomer agreement. This is definitely possible. The City of Warrenton calls it an Advanced Financing Agreement of Public Improvements. The code section can be found here:

https://qcode.us/codes/warrenton/view.php?topic=3-3_16&showAll=1&frames=on

Please let me know if you have any questions.

January 31, 2022 – Email from Design Engineer to City Manager

Linda,

As a follow to recent discussions you had with Stan Johnson, we would like to inquire how to proceed with reimbursement or cost sharing opportunities for the upsizing of a waterline for future uses along the frontage of Stan Johnson’s Eagles Landing project. We assume that City SDC funds may be available to finance the City portion. Preliminary cost estimates indicate the additional cost is likely in the \$14,000, to \$18,000 range. We would like to proceed and would like to coordinate with the City but we are unsure what the “next steps” are.

February 2, 2022 – Email from PW Director to Development Team

Erik,

When we first met with Stan about this issue he asked if he could simply upsize the waterline in-lieu of completing the required modeling or system calculations. Does the development team now intend to model or provide system calculations for the new waterline?

February 2, 2022 – Email from Design Engineer to Development Team

Collin,

We are proposing to upsize the line to 12-inch diameter without doing the hydraulic modelling (as you agreed to before) and seek City participation in the cost to upsize the line for future downstream uses.

February 3, 2022 – Email from PW Director to Development Team

Stan,

Was I wrong to assume that you wanted to upsize the waterline in leu of paying for water modeling work? It was clear to me in our discussions that you hoped to save money by simply upsizing the waterline and not paying for the engineering work.

February 3, 2022 – Email from Design Engineer to Development Team

Collin,

Yes, that was the initial thought, but our position has changed.

February 7, 2022 – Email from PW Director to Development Team

Erik,

Understood. As previously discussed, you have the option to request that the commission approve an advanced financed district. A purpose of the Advanced Financed District Ordinance is to ensure that necessary public improvements are installed concurrently with new developments. In addition, the ordinance allows the City to require that new developments pay for installation costs of necessary public improvements and to require benefiting property owners to reimburse developers for a share of costs incurred.

Municipal code 3.36.060 (B) Authorized expenditures, states the following:

A capital improvement being funded wholly or in part from revenues derived from the improvement fee shall be included in the plan adopted by the City pursuant to Section 3.36.080.

The proposed waterline improvement is not included in the plan adopted by the City and can not be funded using SDC funds.

If you'd like to ask the commission to take part in funding this improvement, please provide the City with the documentation you'd like to present. We will then work with you on scheduling your presentation to commission. Please note that it hasn't been the City's position to pay for infrastructure or participate when the improvements only appear to benefit development.

City of Warrenton

Board Recommendation

March 17, 2022
Community Center Advisory Board

Summary:

The Community Center Board now has a recommendation for generating revenue and suggests changing the days of use for the Seniors luncheons.

Fiscal Impact (if any/known): Increase rentals by having availability of Center for up to 3-day conferences.

RECOMMENDATION(S): (Recommendation Unanimous) It is recommended that the Senior luncheons be held on consecutive days during the week to allow the possibility of the Center having the availability to be rented for 3-day conferences. At this time, the Senior luncheon is only being planned on Thursdays, but the Center is utilized on Mondays for Meals on Wheels. It is recommended that the Senior luncheons be held on Mondays and Tuesdays.

Respectfully Submitted,

/s/ Debbie Little

Debbie Little
Chair

Dawne Shaw

From: Henry A. Balensifer III
Sent: Tuesday, March 22, 2022 12:29 PM
To: Dawne Shaw
Cc: Linda Engbretson
Subject: FW: Your Letter Regarding Pavement Conditions

Can you print and have for the commissioners to read for tonight's meeting?

Henry A. Balensifer III**Mayor****City of Warrenton**

971-606-0293

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From: [BUFFINGTON Mark W](#)
Sent: Tuesday, March 22, 2022 8:33 AM
To: [Henry A. Balensifer III](#)
Subject: Your Letter Regarding Pavement Conditions

Hello Mr. Mayor.

Thank you for your letter regarding the pavement conditions on the state highway in your city. I want to assure you that patching this area is the first priority for the upcoming paving season in the ODOT Warrenton Maintenance section, who services the highways in your area. As soon as we have weather conducive to paving, and the asphalt plant is open, this is top priority. Unfortunately, the best that we can do at this time is a temporary patch on these areas. I cannot do any permanent repair near areas where there are curbs and sidewalks, since this type of work dictates that we would need to bring all of the wheel chair ramps up to code, and I am not funded to do this expensive work. We will however do all that we can do to make this area as smooth as possible.

I appreciate our good relationship with the City of Warrenton and will continue to strive to provide the highest level of service possible.

I have copied you on a separate email to our Region traffic Engineer regarding your request for signage near the school. These sign designs are within her scope of authority.

Feel free to contact me if I can help in any way.

Sincerely,

Mark Buffington
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